

Cedars

Creative, Productive, Joyous Lives



Employee Handbook

Updated April 2022

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WELCOME TO CEDARS

We are excited to have you as part of our team!

You were hired because we believe you will contribute to the success of Cedars, and you share our values which consist of five key elements that drive our decision-making and organizational culture: Can-Do, Best Expression, Happy, Sense of Belonging and Calling. Our hope is you will be part of our commitment to achieving the goals of our mission statement:

The Cedars of Marin offers a high quality of life to people with developmental disabilities to promote creative, productive, joyful and healthy lives.

Cedars is committed to offering quality and unparalleled service in all aspects of our organization. As part of the team, we hope you will discover that the pursuit of excellence is a rewarding aspect of your career here through creativity, demanding work, and commitment. And we know we all will be more successful if we operate as a unified team, earning the trust and respect of all individuals at Cedars every day.

This employee handbook contains the key policies, goals, benefits, and expectations of Cedars as well as other information you will need. You should use it as a reference as you pursue your career with us. Additionally, the handbook helps ensure good management and fair treatment of all employees. If you have any employment-related questions, please feel free to contact the Human Resources Director. Welcome aboard! I look forward to working with you.

Sincerely,

Chuck Greene
Executive Director

SECTION 1: INTRODUCTION

INTRODUCTION – YOUR EMPLOYEE HANDBOOK

Your Employee Handbook is designed to provide you with an outline of key personnel information, practices, work standards, and benefits. We believe that clearly communicated information will increase efficiency and reduce confusion. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

The information in this handbook applies to all employees of The Cedars of Marin (aka, Cedars, or the Organization).

This handbook is not a contract, no contract is implied, and nothing in this handbook is intended to guarantee employment for any specific duration of time. If a practice conflicts with any local, state, or federal law, **the law takes precedence in that area.**

FUTURE DIRECTIONS

Our practices are subject to change and will evolve over time to meet the Organization's needs. Cedars reserves the right to revise, supplement, or rescind any portion of the handbook, in writing, from time to time as it deems appropriate. Except for the Employment At-Will Policy, the terms and conditions set forth in this handbook may be modified at any time with or without prior notice to employees. We will attempt to give you prior notice regarding changes, and, in such cases, changes will be in writing and distributed in advance.

YOUR QUESTIONS AND COMMENTS

Please read carefully, so that you have a clear understanding of the Organization's procedures. We are unable to anticipate and address every employment situation or question in this handbook, so if you have questions, **please contact the Director of Human Resources.** As you read and refer to your Employee Handbook, we expect that you will have ideas and suggestions, which we welcome.

This handbook does not contain detailed instructions or rules about the regulatory aspects of your role as support staff of our residents or day program participants' rights, safety, and well-being. So, in addition to this Handbook, you are required to read, understand, and follow the relevant portions of all procedure's manuals provided by Cedars. Such procedures manuals will guide your work in relation to our residents or day program participants, and your adherence to them is an essential requirement of your job. Some procedures related to individuals we support are referenced in this handbook as an overview or reminder. However, you should always refer to the more detailed description of your responsibilities and ask for clarification from your supervisor whenever it is needed.

Employees who violate Organization policy or procedure, whether detailed in this handbook, may be subject to disciplinary action, up to and including termination of employment. This handbook has been prepared for the use of all employees. However, certain provisions may not be applicable to those employees covered under a collective bargaining agreement. If at any time a conflict arises between

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provisions contained in this handbook that is also covered under a collective bargaining agreement, the provisions outlined in the collective bargaining agreement shall supersede this handbook.

MISSION & VALUES

Our Mission: Cedars offers a high quality of life to persons with developmental disabilities to foster independence, defend dignity, and realize each person's full potential.

The Cedars of Marin offers services and support to people with developmental disabilities and their families. Employees of Cedars recognize:

- That everyone should have the opportunity to improve and increase informed decision-making and self-direction opportunities throughout a range of expanding and ongoing choices regarding:
 - Where one lives and works
 - Services and supports one receives
 - Enrichment opportunities in which one participates
- That as each individual changes, our efforts continue to promote meaningful, ongoing participation by the individual and, as appropriate, that person's conservator, family members and/or friends, in his or her life planning process;
- That everyone is entitled to the full range of constitutional freedoms including autonomy, dignity, the right to privacy and to representation as assured through the resolutions adopted by the United Nations in its 1971 Declaration on the Rights of Mentally Retarded Persons and its 1975 Declaration on the Rights of Disabled Persons.

We further recognize:

- That our role has evolved to one of facilitating the balance between individual choices and vulnerabilities;
- That our role in promoting full participation involves a reciprocal person-centered approach of respect and sensitivity for those involved;
- That we accept the shared responsibility in making affirmative efforts to advocate for systems change and gain necessary resources to benefit individuals;
- That we expect an ethical and legal commitment from funding sources to assure necessary and sufficient support; and
- That we promote an optimal quality of life to increase:
 - Self-dependence
 - Productivity
 - Well-being, and
 - Inclusion

This is part of Cedars philosophy and way of life. A broader description of our philosophy, approach, programs, and activities may be viewed on our website at <http://www.cedarslife.org>.

INTRODUCTION

AT-WILL EMPLOYMENT RELATIONSHIP

Employment in California is presumed to be terminable “at-will”. This presumption is codified in Labor Code 2922, which states: “An employment, having no specified term, may be terminated at the will of either party on notice to the other.”

Further defined; at-will employment is for no specific period of time. As a result, either the employee or the employer is free to terminate the employment relationship for any reason, with or without cause, with or without notice, without further obligation or liability. Although the employee’s job duties, title, compensation and benefits, as well as the employer’s personnel policies and procedures, may change from time to time, the “at-will” nature of the employment relationship may only be changed in a document signed by Cedars Executive Director who has the authority to enter into any employment agreement for any designated period of time.

STATEMENT OF NON-DISCRIMINATION

We are an Equal Opportunity Employer and value diversity in all forms. This means that we will extend equal opportunity to all individuals without regard for ancestry, race (including hair texture and protected hairstyles), religion, color, sex (including pregnancy, childbirth, and/or related conditions), sexual orientation, gender identity/expression, marital status, national origin, age (40 and above), mental and/or physical disability (including HIV and AIDS), medical condition, genetic information, veteran status, or any other basis protected by state, federal or local law. The Organization does not tolerate any type of discrimination against any individual. This policy affirms the Organization’s commitment to the principles of fair employment and the elimination of all vestiges of discrimination that might exist. We encourage all employees to take advantage of all opportunities for advancement.

Equal Opportunity Employer

We believe our employees must be treated fairly and with dignity. We are committed to an employment environment free from illegal or discriminatory practices

In all employment decisions, including but not limited to employment, retention, promotion, compensation, and separation, we will treat all employees and job applicants on the basis of merit without regard to any individual’s ancestry, race (including hair texture and protected hairstyles), religion, color, sex (including pregnancy, childbirth, and/or related conditions), sexual orientation, gender identity/expression, marital status, national origin, age (40 and above), mental and/or physical disability (including HIV and AIDS), medical condition, genetic information, veteran status, or any other basis protected by state, federal or local law.

If you believe you have experienced any form of unlawful discrimination, please follow the Complaint Process outlined in Cedars Harassment, Discrimination, & Retaliation Prevention policy below.

Cedars is also committed to providing equal opportunity in employment to qualified individuals with disabilities. Cedars provides reasonable accommodations for employees and job applicants with disabilities to enable them to apply for positions and to perform the essential functions of their jobs,

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unless it would result in an undue hardship for the Organization, or such individuals pose a direct threat to the health and safety of themselves or others.

Employment Eligibility

Cedars is committed to full compliance with federal immigration laws. These laws require that we hire only United States citizens and those non-citizens eligible to work in the United States. All new employees must provide verification of their identity and legal authority to work in the United States at the onset of employment.

In your new hire packet, you will receive an Employment Verification (I-9) form. Please complete this form and return it with your acceptable original document(s) to Human Resources as soon as possible after our offer of employment has been accepted and ***under no circumstances*** later than your start date.

WHISTLEBLOWER PROTECTION

The State of California wants to encourage employees to notify an appropriate government or law enforcement agency when they have reason to believe their employer is violating laws that protect employees and the public, and to protect employees who refuse to participate in activities of an employer that would result in a violation of law. As such, the Organization will not adopt or enforce any rule preventing you from disclosing information to a government or law enforcement agency when you have reasonable cause to believe that information discloses a violation of, or noncompliance with, a state or federal statute, rule, or regulation.

Cedars will not retaliate against you for disclosing such information to a government or law enforcement agency or for refusing to participate in an activity that would violate a state or federal statute or cause noncompliance with a state or federal rule or regulation.

The California Attorney General has established a confidential Whistleblower Hotline at 800.952.5225 to receive calls regarding violations as mentioned above, or you may choose to report directly to the appropriate state or local agency at <http://www.whistleblowers.gov>.

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EMPLOYMENT AT THE ORGANIZATION

SECTION 2: EMPLOYMENT AT THE ORGANIZATION

ORIENTATION

We want every new employee to be welcomed as a part of Cedars team from the very first day on the job. Our policy is to:

1. Provide you with information to be acquainted with Cedars, the nature of the work and co-workers;
2. Keep you informed on matters of office policy and government regulations that might involve or affect your work or interests;
3. Maintain open channels of communication through which you can stay informed, receive answers to questions, offer ideas and discuss concerns openly with your supervisor and others responsible for your orientation.

EMPLOYEE RELATIONS / OPEN DOOR POLICY

Our sincere conviction is that the best and most rewarding employee-management system results from a direct relationship between management and employees. We encourage you to bring your concerns and suggestions (on all matters relating to your employment and the operations of the Organization) to your supervisor, any other member of management whom you feel can help you or to Human Resources. We, in turn, will listen to your concerns with respect and do our best to solve any problems that exist. Management accepts responsibility to provide favorable working conditions, and competitive pay and benefits. Cedars believes the work conditions, wages, and benefits offered to employees are competitive with those of other employers in this industry and region. We also strongly believe that employees should be comfortable to come forward with any questions, concerns, ideas, etc. without any cause for retribution.

EMPLOYMENT CATEGORIES

To determine eligibility for benefits and ensure compliance with state and federal payroll regulations, we classify employees into the following categories:

- *Regular exempt employees:* Full-time employees who are exempt from the overtime provisions of the Federal Labor Standards Act and California law. Exempt employees are paid an annual salary in bi-weekly installments.
- *Regular non-exempt employees:* Full or part-time employees who are covered by the overtime provisions of the Federal Fair Labor Standards Act and California law. Non-exempt employees are paid based on an hourly rate, bi-weekly, and are eligible for overtime pay.
- *Regular full-time employees:* Exempt or non-exempt employees who work at least 30 hours per week. Benefits may be prorated based on average scheduled hours per week. (Fully benefit eligible after customary waiting periods).
- *Regular part-time employees:* Non-exempt employees scheduled to work less than 30 hours per week.
- *Fill in Staff with Variable Hours:* Extra help hired to work NOT on a regular basis/schedule. (Benefit ineligible).

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CONFIDENTIALITY

Confidential information about Cedars, its residents and day program participants, suppliers and vendors should be discussed only with individuals within The Cedars of Marin. If in doubt as to whether information should be divulged, err in favor of **not** divulging information and discuss the situation with your supervisor.

All records and files generated or maintained by Cedars are confidential and remain the property of The Cedars of Marin. Records and files are not to be disclosed to any outside party without the express permission of the Executive Director or Associate Executive Director.

Confidential information includes, but is in no way limited to, residents and day program participant lists or their identity, confidential information such as lists of wholesalers or suppliers of products or the identity of any wholesaler or supplier, confidential wholesaler or supplier information such as purchases made from the supplier or wholesaler and the price paid by Cedars for such products, marketing strategies, research, recipes or methods of food preparation and presentation, plans or other pertaining to the business of Cedars. Such confidential information may not be removed from the premises of Cedars without express authorization.

Confidential information obtained during or through employment with the Cedars may not be used by any employee for the purpose of furthering current or future outside employment or activities or for obtaining personal gain or profit. Cedars reserves the right to avail itself of all legal or equitable remedies to prevent impermissible use of confidential information or to recover damages incurred as a result.

Employees may be required to enter into written confidentiality agreements confirming their understanding of these policies. These policies are not intended to limit employees' ability to discuss employment conditions.

PERSONNEL FILE INFORMATION

Cedars collects and maintains job-related information on its employees. This information is held in confidence in your personnel file, in Human Resources. Only you, the management, payroll, and external agencies (usually governmental or regulatory) with a verifiable need to review your personnel file will have access to it. We typically do not reveal your personal information to non-employees, in the case of reference checks for instance, excepting your date of hire and position title. We will provide personal information if requested by an employee to provide such information or when authorized by the employee at time of separation. Cedars may be required to disclose the information contained in your personnel file if they are presented with a summary or other court order instructing it to do so.

If you want to review your personnel file, contact Human Resources and you may review your file in his/her presence. You may have a copy of any document in your file with your signature on it. We will make the copy for you upon your request, and you will be asked to acknowledge receipt of all documents copied. **Please keep us informed of any changes to your address, family status, telephone**

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EMPLOYMENT AT THE ORGANIZATION

number and other information to help ensure that our records are up to date (please update your information in our HR/Payroll data platform). Please notify any insurance companies or benefit plans you are enrolled in of any changes.

HARASSMENT, DISCRIMINATION, & RETALIATION PREVENTION POLICY

Cedars is an equal opportunity employer and makes employment decisions based on merit. We want to have the best available person in every job. Cedars policy prohibits harassment, discrimination, retaliation, and disrespectful or other unprofessional conduct based on race, color, creed, gender (including gender identity, gender expression, and transgender), sex, sex stereotype, pregnancy (including childbirth, breastfeeding or related medical conditions), denial of medical and family care leave or pregnancy disability leave, religion (including all aspects of religious beliefs, observance or practice, including religious dress or grooming practices), marital status, registered domestic partner status, age, national origin (includes language use restrictions and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, physical or mental disability (including HIV and AIDS), medical condition (including cancer or a record or history of cancer, and genetic characteristics), sexual orientation, genetic information, military and veteran status or any other basis protected by federal, state or local law, ordinance or regulation. It also prohibits discrimination, harassment, disrespect or unprofessional conduct based on the perception that anyone has any of these characteristics or is associated with a person who has or is perceived as having any of these features.

Discrimination can also include failing to accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship.

In addition, the Company prohibits retaliation against individuals who raise complaints of discrimination or harassment or who participate in workplace investigations.

HARASSMENT PREVENTION

Cedars policy prohibiting harassment applies to all persons involved in the operations of Cedars and prohibits harassment, disrespectful, or unprofessional conduct by any employee of Cedars, including supervisors, managers, and co-workers. This policy also applies to suppliers, customers, independent contractors, unpaid interns, volunteers, contract services and any other person you may encounter at work.

Prohibited harassment, disrespectful or unprofessional conduct includes, but is not limited to, the following behavior:

- **VERBAL CONDUCT SUCH AS EPITHETS, DEROGATORY JOKES OR COMMENTS, SLURS OR UNWANTED SEXUAL ADVANCES, INVITATIONS, COMMENTS, POSTS, OR MESSAGES;**
- **VISUAL DISPLAYS SUCH AS DEROGATORY AND/OR SEXUALLY ORIENTED POSTERS, PHOTOGRAPHY, CARTOONS, DRAWINGS, OR**

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GESTURES;

- **PHYSICAL CONDUCT INCLUDING ASSAULT, UNWANTED TOUCHING, INTENTIONALLY BLOCKING NORMAL MOVEMENT OR INTERFERING WITH WORK BECAUSE OF GENDER, RACE, OR ANY OTHER PROTECTED BASIS;**
- **THREATS AND DEMANDS TO SUBMIT TO SEXUAL REQUESTS OR SEXUAL ADVANCES AS A CONDITION OF CONTINUED EMPLOYMENT, OR TO AVOID SOME OTHER LOSS AND OFFERS OF EMPLOYMENT BENEFITS IN RETURN FOR SEXUAL FAVORS;**
- **RETALIATION FOR REPORTING OR THREATENING TO REPORT HARASSMENT; AND**
- **COMMUNICATION VIA ELECTRONIC MEDIA OF ANY TYPE THAT INCLUDES ANY HARASSING CONDUCT THAT IS PROHIBITED BY STATE AND/OR FEDERAL LAW, OR BY CEDARS' POLICY.**

Sexual harassment does not need to be motivated by sexual desire to violate this policy. For example, hostile acts toward an employee because of his/her gender can amount to sexual harassment, regardless of whether the treatment is motivated by any sexual desire.

Prohibited harassment is not just sexual harassment but harassment based on any protected category.

NON-DISCRIMINATION

Cedars is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all people involved in Cedars operations. Cedars prohibits discrimination against any job applicant, employee, or unpaid intern by any employee of the organization, including supervisors and coworkers.

Pay discrimination between employees of the opposite sex performing similar work, as defined by the California Fair Pay Act and federal law, is prohibited. Pay differentials may be valid in certain situations defined by law. Employees will not be retaliated against for inquiring about or discussing wages. However, Cedars is not obligated to disclose the wages of other employees.

REASONABLE ACCOMMODATION

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, Cedars will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant, employee, or unpaid intern unless undue hardship would result.

Any individual requiring accommodation to perform the essential functions of the job should contact his/her supervisor or Director of HR (Human Resources) and discuss the need for accommodation. Cedars will engage in an interactive process to identify accommodation, if any, which will help the employee perform the job. If the accommodation is reasonable and will not impose an undue hardship, Cedars will make the accommodation.

An applicant, employee, or unpaid intern who requires an accommodation of a religious belief or

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practice (including religious dress and grooming practices, such as religious clothing or hairstyles) should also contact a Cedars representative with day-to-day personnel responsibilities and discuss the need for an accommodation. If the accommodation is reasonable and will not impose an undue hardship, Cedars will make the accommodation.

Complaint Process

If you believe you have been subjected to any form of harassment, discrimination, retaliation, or other prohibited conduct submit a complaint to your supervisor, any other Cedars supervisor, the Director of HR, the ED (Executive Director), Associate ED or the designated ombudsperson as soon as possible after the incident. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses. Supervisors must refer all harassment complaints to the Director of HR, investigative officer, or the Executive Director of Cedars. If you need assistance with your complaint, or if you prefer to make a complaint in person, contact Human Resources at (415) 526-1360 Cedars will immediately undertake an effective, thorough, and objective investigation and attempt to resolve the situation. Cedars will provide all parties with appropriate due process during the investigation and reach reasonable conclusions based on the evidence collected. Any complaint will remain confidential, to the extent possible, and will be monitored to ensure reasonable progress and timely closures.

You also should be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment, discrimination, and retaliation in employment. If you think you have been harassed or discriminated against or that you have been retaliated against for resisting, complaining, or participating in an investigation, you may file a complaint with the appropriate agency. The nearest office can be found by visiting the agency websites at www.dfeh.ca.gov and www.eeoc.gov. Employees may also access the DFEH's sexual harassment online training courses by visiting the following website: www.dfeh.ca.gov/shpt/.

Your supervisor, the Director of HR, the ED, Associate ED or the designated ombudsperson will advise all parties concerned of the results of the investigation. If Cedars determines that harassment, discrimination, retaliation, or other prohibited conduct has occurred, appropriate and effective remedial action will be taken commensurate with the severity of the offense. Appropriate action also will be taken to deter any future misconduct. Cedars will not retaliate against you for filing a complaint and will not knowingly permit retaliation by management employees or your coworkers.

Employees should also know that if they engage in harassment, they can be held personally liable for misconduct.

Violating this policy is a violation of law and a violation of Cedars rules.

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EMPLOYEE PRIVACY

Cedars respects the individual privacy of its employees. However, an employee cannot expect privacy rights to extend to many work-related situations. Cedars vehicles, lockers, desks, filing cabinets and other storage areas may be inspected by management at any time. Cedars may request a search for personal items such as bags, purses, pockets, lunch boxes, etc., if necessary for a safety or security investigation. Phone calls can be recorded to ensure an elevated level of safety. In addition, voicemail, email, and computer network systems as well as all usage and records on them, may be subject to periodic, unannounced inspections.

SECTION 3: COMMUNICATIONS

ACCEPTABLE USE POLICY FOR IT SYSTEMS

INTRODUCTION

This Acceptable Use Policy (AUP) for IT Systems is designed to protect Cedars, our employees, customers and other partners from harm caused by the misuse of our IT systems and our data. Misuse includes both deliberate and inadvertent actions.

The repercussions of misuse of our systems can be severe. Potential damage includes, but is not limited to, malware infection (e.g. computer viruses), legal and financial penalties for data leakage, and lost productivity resulting from network downtime.

Everyone who works at Cedars is responsible for the security of our IT systems and the data on them. As such, all employees must ensure they adhere to the guidelines in this policy at all times. Should any employee be unclear on the policy or how it impacts their role they should speak to their manager or IT security officer.

DEFINITIONS

“Users” are everyone who has access to any of Cedars IT systems. This includes permanent employees and temporary employees, contractors, agencies, consultants, suppliers, customers, and business partners.

“Systems” means all IT equipment that connects to the corporate network or access corporate applications. This includes, but is not limited to, desktop computers, laptops, smartphones, tablets, printers, data and voice networks, networked devices, software, electronically stored data, portable data storage devices, third party networking services, telephone handsets, video conferencing systems, and all other related items commonly understood to be covered by this term.

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COMMUNICATIONS

SCOPE

This is a universal policy that applies to all Users and all Systems. For some Users and/or some Systems a more specific policy exists in such cases the more specific policy has precedence in areas where they conflict, but otherwise both policies apply on all other points.

This policy covers only the internal use of Cedars systems, it does not cover the use of our products or services by customers or other third parties.

Some aspects of this policy affect areas governed by local legislation in certain countries (e.g., employee privacy laws): in such cases the need for local legal compliance has clear precedence over this policy within the bounds of that authority. In such cases local teams should develop and issue users with a clarification of how the policy applies locally.

Staff members at Cedars who monitor and enforce compliance with this policy are responsible for ensuring that they always remain compliant with relevant local legislation.

USE OF IT SYSTEMS

All data stored on Cedars systems is the property of Cedars Users should be aware that the company cannot guarantee the confidentiality of information stored on any Cedars system except where required to do so by local laws.

Cedars systems exist to support and enable business. A small amount of personal use is, in most cases, allowed. However, it must not be in any way detrimental to users own or their colleague's productivity and nor should it result in any direct costs being borne by Cedars other than for trivial amounts (e.g., an occasional short telephone call).

Cedars trusts employees to be fair and sensible when judging what constitutes an acceptable level of personal use of the company's IT systems. If employees are uncertain, they should consult their manager.

Any information that is particularly sensitive or vulnerable must be encrypted and/or securely stored so that unauthorized access is prevented (or at least made extremely difficult). However, this must be done in a way that does not prevent—or risk preventing—legitimate access by all properly-authorized parties.

Cedars can monitor the use of its IT systems and the data on it at any time. This may include reviewing content stored in any user's email and data files (unless local privacy laws are excluded) and reviewing the user's access history.

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COMMUNICATIONS

Cedars reserves the right to regularly audit networks and systems to ensure compliance with this policy.

DATA SECURITY

If data on Cedars systems is classified as confidential this should be clearly indicated within the data and/or the user interface of the system used to access it. Users must take all necessary steps to prevent unauthorized access to confidential information.

Users are expected to exercise reasonable personal judgement when deciding which information is confidential.

Users must not send, upload, remove on portable media or otherwise transfer to a non-Cedars system any information that is designated as confidential, or that they should reasonably regard as being confidential to Cedars, except where explicitly authorized to do so in the performance of their regular duties.

Users must keep passwords secure and not allow others to access their accounts. Users must ensure all passwords comply with Cedars current password policy.

Users who are supplied with computer equipment by Cedars are responsible for the safety and care of that equipment, and the safety of software and data stored on it and on other Cedars systems that they can access remotely with it.

Because information on portable devices, such as laptops, tablets, and smartphones, is especially vulnerable, exceptional care should be exercised with these devices: sensitive information should be stored in encrypted folders only. Users will be held responsible for the consequences of theft of or disclosure of information on portable systems entrusted to their care if they have not taken reasonable precautions to secure it.

When the machine is unattended, all workstations must be manually locked.

Users who have been charged with the management of those systems are responsible for ensuring that they are always properly protected against known threats and vulnerabilities as far as is reasonably practicable and compatible with the designated purpose of those systems.

Users must always guard against the risk of malware (e.g., viruses, spyware, Trojan horses, rootkits, worms, backdoors) being imported into Cedars systems by whatever means and must report any actual or suspected malware infection immediately.

These practices are effective as of April 2022, this handbook supersedes all previous handbooks.

COMMUNICATIONS

UNACCEPTABLE USE

All employees should make their own judgment regarding what is unacceptable use of Cedars systems. The activities below are provided as examples of unacceptable use; however, it is not exhaustive. Should an employee need to contravene these guidelines to perform their role, they should consult with and obtain approval from their manager before proceeding.

- All illegal activities. These include theft, computer hacking, malware distribution, contravening copyrights and patents, and using illegal or unlicensed software or services. These also include activities that contravene data protection regulations.
- All activities are detrimental to the success of Cedars. These include sharing sensitive information outside the company, such as research and development information and customer lists, as well as defamation of the company.
- All activities for personal benefit only have a negative impact on the day-to-day functioning of the business. These include activities that slow down the computer network (e.g., streaming video, playing networked video games).
- All activities that are inappropriate for Cedars to be associated with and/or are detrimental to the company's reputation. This includes pornography, gambling, inciting hate, bullying and harassment.
- Circumventing the IT security systems and protocols which Cedars has put in place.

ENFORCEMENT

Cedars will not tolerate any misuse of its systems and will discipline anyone found to have contravened the policy, including not exercising reasonable judgment regarding acceptable use. While each situation will be judged on a case-by-case basis, employees should be aware that consequences may include the termination of their employment.

Use of any of Cedars resources for any illegal activity will usually be grounds for summary dismissal, and Cedars will not hesitate to cooperate with any criminal investigation and prosecution that may result from such activity. All Cedars equipment and assets must be returned to Cedars at termination.

These practices are effective as of April 2022, this handbook supersedes all previous handbooks.

COMMUNICATIONS

DATA/ MOBILE PHONE USAGE

ORGANIZATION PHONES

The phones at Cedars are for the use of conducting business, that is, to serve the general operation at Cedars. Employees should not use the phones for personal use, and friends and family should not call you on the business lines unless there is an emergency.

PERSONAL MOBILE PHONES AND DEVICES

Personal use of your mobile phone or device should be reserved for breaks and meal periods; must never interfere with your job duties. Employees should not be wearing ear buds or headsets while on duty at Cedars.

Failure to comply may result in disciplinary actions up to and including termination.

USE OF MOBILE PHONES WHILE DRIVING ON ORGANIZATION BUSINESS

The use of mobile phones is permitted for business-related calls; however, employees should not use a mobile phone or any other communication device unless the conditions are safe to do so, considering driving conditions, etc. Mobile phones may be used while driving only if they are designed and configured to allow hands-free listening and talking and are used in that manner while driving. Ear buds can only be used in one ear while driving. Employees should keep conversations brief, avoid unnecessary calls, and no calls should be made if conditions are hazardous. All distracted driving, texting, reading text or emails are illegal while driving and prohibited in all circumstances.

Further, if employees need to read or write/type while taking a call or placing a call, they should first pull over and park the automobile.

EQUIPMENT RIGHTS

Please remember that all equipment assigned to you is to facilitate your ability to do your job. All equipment assigned to you is the property of Cedars and, as such, we have the right to revoke all privileges at any time, with or without notice. No communication made through any of our equipment is guaranteed to be private or unrestricted. All assigned equipment must be returned immediately upon request, or at your separation from employment.

SECTION 4: WORK HOURS AND COMPENSATION

ATTENDANCE, PUNCTUALITY

You are crucial to the success of Cedars and the smooth, efficient functioning of the organization. Consequently, you are expected to report to work regularly and promptly in accordance with the schedule established by you and your manager. **Excessive absenteeism and delays will not be tolerated.** Excessive tardiness is defined as being more than fifteen minutes late more than once in a 30-day period. Excessive unexcused absenteeism is defined as missing work without advance notice more than once every two months.

If you are late for work, please contact your manager or supervisor to let them know when you will arrive. If you are going to be absent (sick, etc.) you must notify your manager or supervisor at least 4 hours before your shift starts. You must call in your own absences and make every effort to speak directly to the manager or supervisor rather than leave a voicemail, text or email.

Three consecutive workdays of unexcused absence constitute job abandonment. If you are absent for three consecutive working days, or more than 12 days in a 12-month period without excuse, you may be considered to have voluntarily resigned.

SLEEPING ON DUTY

When working in an on duty awake position it is your responsibility to remain awake for the safety of the individuals you are supporting, sleeping while on duty is cause for corrective action including termination. When working in a position that allows you to sleep while at Cedars you must adhere to Cedars sleep time guidelines.

STAFF MEETINGS

On a regular basis, you will be required to attend staff meetings or training. These meetings and training courses are intended to provide you with information pertinent to your employment at The Cedars of Marin. Report time and attendance of all training hours to your supervisor, punch in at training site, or report via email to your supervisor. If you are unable to attend a staff meeting or training course you must inform your supervisor prior to the staff meeting or training. Failure to attend staff meetings or training on a regular basis may lead to disciplinary action, up to and including termination.

PAYROLL

To be paid accurately, it is imperative that you clock in and out accurately and consistently. Using one of the methods offered by Cedars' time tracking system is part of every employee's job responsibility. If you work more than one role, please transfer to the correct position code when changing roles or clock in using the correct position code for a role not your primary role.

WORK HOURS AND COMPENSATION

Our pay period is Monday through Sunday every two weeks. All employees are paid bi-weekly, every other Friday. Pay dates are clearly posted on the bulletin boards at each Cedars location. Each paycheck will include earnings for all work performed through the end of the previous payroll period.

If a regularly scheduled payday falls on a day off, such as a weekend or holiday, employees will receive pay on the last day of work before the regularly scheduled payday. If you do not currently have an automatic deposit, we recommend that you set it up in the time tracking system used by Cedars (for example.eg. Paylocity).

Cedars strives to ensure that employees are paid on time and receive the correct compensation in their paychecks. If there is an error in your check, please bring the error via email to the attention of your supervisor immediately, together they must provide the information to payroll to ensure appropriate corrections are implemented as quickly as possible. Federal, state, local, and Social Security taxes will automatically be deducted from your gross pay as well as any applicable state disability insurance or court-ordered wage garnishments. You may elect in writing to have additional amounts withheld from your pay such as benefit contributions or change your withholding status at any time.

RECORDING WORK HOURS AND PAYROLL CHANGES

All non-exempt employees must record their time worked. It is required by federal law that an accurate record of time worked is kept calculating the benefits and pay of the employee. Time worked, is the actual time spent performing assigned tasks. Be sure to record all time worked by using the method offered by Cedars time tracking system that is available to you.

Punching in and out is part of your duties and responsibilities as an employee of Cedars. If you fail to punch in and/or out corrective action will be taken, leading to verbal, written, warning up to termination. You and/or management can change your time record with your approval if you submit proper validation of an error and the manager can verify your reported hours.

- You must report all the time worked
- You are not permitted to do any work when you are not clocked in, you must report your time in the pay period it was worked
- Tampering, altering time records, or clocking in or out for another employee is not permitted.

Failure to follow these guidelines may result in disciplinary action up to and including termination of employment.

ELIGIBLE TIME

All hours performing Cedars-related activities are eligible for pay, including:

- Working in a group home or Ross residence or day programs
- Working in an office designated or approved by Cedars
- Working at a site or facility where an activity or program of Cedars is being held
- Working remotely on Cedars projects (only with supervisor approval)
- Traveling to purchase or pick up items for programs or residences of Cedars

WORK HOURS AND COMPENSATION

- Travel time between your assigned work location and other locations where a sponsored activity of Cedars is taking place
- Time spent putting on or removing protective clothing or equipment required to do your job
- Time spent engaged in training for your position when approved by supervisor

If you are doing a task for Cedars on the way to or from work (e.g., shopping, picking up residents or program participants, etc.), the clock starts when you begin work and stops when you are no longer doing work for Cedars. Be sure to record all time worked by using the method offered by Cedars' time tracking system that is available to you.

INELIGIBLE TIME

Cedars does not consider the following as payable work time:

- Time traveling to or from your off-site home to your primary workplace
- Lunch time, including travel to and from a lunch site (unless a signed waiver for paid on duty meal break is on file and you are supervising residents or program participants)
- Time spent at work doing personal work or making personal phone calls. These activities may be conducted during your scheduled breaks or lunchtime if they do not disturb the work of others.
- Time at conferences, seminars, or other events, unless approved by your supervisor.

MEAL AND REST BREAKS

Meal Periods

All non-exempt employees who work more than five (5) hours in a work period are entitled to an unpaid, duty-free meal period of at least 30 minutes. The following rules apply to each meal period:

- You must not perform any work for the entire 30-minute meal period.
- Your first meal period must begin before the end of the fifth hour of work. For example, if you begin your workday at 9:00 a.m., you must begin your meal period before 2:00 p.m.
- If you work more than 10 hours, you must take a second, unpaid meal period of at least 30 minutes. The second meal period must begin before the end of the 10th hour of work.
- If you work more than 5 hours, but less than 6 hours which will complete the day's work, you and the Company may mutually consent, in writing, to waive the meal break for that day.
- If you work more than 10 hours in a workday, but no more than 12 hours, and have already taken the first 30-minute meal break in its entirety, then you and the Company may mutually consent, in writing, to waive the second meal break of the day.
- Any waiver of your first or second meal break as discussed above must be made in writing and approved in advance by your supervisor.

WORK HOURS AND COMPENSATION

Rest Breaks

You are relieved of all duty during paid rest breaks and are prohibited from working. You are entitled to one 10-minute, paid rest break for every four (4) hours (or major fraction thereof) you work. A “major fraction” is defined as more than two (2) hours and less than (4) hours. Exception: If your total daily work time is less than three and one-half (3½) hours, you will not receive a paid rest break (unless applicable law requires otherwise). When practical, you should take each paid rest break in the middle of the four-hour work period or major fraction thereof. You may leave the work premises. Please return to work on time. Failure to return from your rest break on time can result in discipline. Do not clock out for rest breaks.

You must approve that you were offered breaks or indicate if you did not take a break when approving your timesheet. Break periods may not be combined with the meal period or used to report to work late or leave early. Break periods will not accrue.

If for any reason you (or you know of others who) are prohibited or discouraged from taking your applicable rest breaks or meal periods, you must notify your supervisor or Human Resources immediately.

WORK SCHEDULE / WORK WEEK

The normal workweek at Cedars runs from 12:00am on Monday through 11:59pm the following Sunday. The clock for a workday starts at 12:00am and stops at 11:59pm. The normal full-time workday consists of up to eight hours and the normal full-time workweek consists of 30 to 40 hours. Staffing and operational needs may require variations in starting and ending times, as well as the total hours that may be scheduled each day and week. Certain departments use different clock hours to define the workweek; this will be noted in your position description and addressed below in the Overtime Policy.

Because of the nature of our business, departments may require a change in work schedules, or require some overtime and weekend shifts. Cedars tries to keep overtime work with employees to a minimum, due to its costs and its demands on employees. Group home schedules may include regular overtime commitments. Whenever possible, supervisors will provide sufficient advance notice of overtime, however there may be occasions when overtime must be worked.

OVERTIME FOR NON-EXEMPT EMPLOYEES

Overtime will be authorized only when you obtain approval from your manager prior to working overtime. Overtime work may be necessary and must be approved in advance. Cedars will make every effort to schedule overtime in advance. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work. The Organization reserves the right to mandate overtime. If you are concerned that you may be approaching unapproved overtime based on time worked, you must inform your manager or supervisor of the possibility.

In accordance with state regulations, overtime is paid to non-exempt employees as follows:

- Overtime is calculated on time worked per week.

WORK HOURS AND COMPENSATION

- Overtime at a rate of time and a-half of the regular rate of pay is paid for hours worked more than both 40 hours in one work week AND/OR more than 8 hours worked in one workday.
- Double-time is paid for hours worked more than 12 hours per workday.
- The rate of pay for staff transferring from one position to another will be based on the established rate of pay for each position at Cedars.
- On the seventh consecutive workday in a workweek, overtime is paid at the rate of time and a half of the regular rate of pay for the first 8 hours, double-time is paid for work in excess of 8 hours.
- Pursuant to Wage Order 5, employees, who, based on their specific position, work 14 consistent days with time worked not exceeding 80 hours in those 14 days, can be found to be exempt from the 7th consecutive day overtime rule and paid time and a half in a 14 day pay period for over 80 hours, daily overtime still applies.

NATURAL DISASTERS AND BUSINESS INTERRUPTION

At times, emergencies such as severe weather, fires, power failures, earthquakes or a pandemic can disrupt normal business operations. In extreme cases, emergency situations may require the closing of a work facility. When some offices or operations of Cedars are officially closed due to emergency conditions outside of Cedars control, the time off from scheduled work will be unpaid, and the Minimum Workday policy does not apply. However, with approval, employees may use available vacation time to cover some or all of their lost work time. Your supervisor, manager, Human Resources or administrative staff will make their best effort to contact you at the number(s) you provided, to notify you of such closings. If you have not received notification of an official closing, you should do your best to report to work. Employees who do not report to work or contact their supervisor will not be paid for leave or may not be able to apply for leave. Employees in essential operations may be asked to work on a day when operations are officially closed. In these circumstances, employees who work will receive regular pay.

REPORTING TO WORK FOR PAY

Employees who report for work when required but are assigned less than one half of a scheduled or usual day's work shall be paid for half a scheduled or usual day's work.

This policy does not apply when:

- Operations cannot commence or continue due to threats to employees or property, or when closure is recommended or commanded by civil authorities; or,
- Public utilities fail to provide the elements necessary to commence or continue operations; or,
- The interruption of work is caused by an act of nature or other cause not within employer's control; or,
- The employee is not fit for work; the employee has not reported to work on time and is dismissed or sent home as disciplinary action.

SECTION 5: EMPLOYEE BENEFITS

OVERVIEW

Cedars provides certain benefits for the well-being and convenience of its employees. Cedars reserves the right to revise, supplement, or rescind any of the benefits outlined below, from time to time as it deems appropriate. Such changes may be made at any time, with or without prior notice to employees. We will attempt to give you as much prior notice as possible regarding benefit changes and, in such cases, changes will be in writing and approved by the Organization.

GROUP INSURANCE (MEDICAL, DENTAL, VISION)

Employees who work 30 hours or more per week are entitled to enroll in the organization group's insurance plans on the first of the month after sixty days of employment. Employees are eligible to also enroll their immediate families (spouse, domestic partner, children) at their own cost. (Cedars will pay 25% of the family's medical premium cost) Staff who change from part-time or fill-in to full-time will be eligible the first of the month following the change in status if they have worked at least 60 days.

For information regarding benefit plans, enrollment, or changes, please contact Human Resources.

A change in employment classification that would result in loss of eligibility to participate in the medical insurance plan may qualify an employee for benefits continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Refer to the Benefits Continuation (COBRA) policy for more information.

Details of the medical and or dental insurance plan, including Summary Plan Descriptions, enrollment forms, and more, are available on Cedars Sun Intranet site, in Paylocity documents or from Human Resources.

CONTINUATION OF COVERAGE: CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT (COBRA)

You and/or your eligible dependents may continue your health insurance under our group plan if one or more of the following qualifying events occur:

- Your work hours were reduced below the minimum number of hours that would qualify you to be eligible for benefits, including separation from employment (other than by reason of misconduct)
- You become entitled to benefits under Medicare
- A dependent child ceases to be a dependent child under the applicable requirements of the plan and/or
- In the event of your death, divorce, or separation.

This option is often called COBRA. If you elect continuation of coverage, you are responsible for making your own premium payments. Payments are due by the first of the month for that month's coverage. To continue coverage, please notify Human Resources within 30 days if any of the above instances apply to you. You will then have 60 days from the date of the qualifying event to elect COBRA benefits.

Complete information on your insurance coverage rights under COBRA and HIPAA will be provided to you at the onset and separation of your employment.

WORKERS' COMPENSATION

Effective the first day of employment, all employees on our payroll are covered by our Workers' Compensation insurance. Workers' Compensation insurance covers medical expenses, partial payment for loss of earnings, and compensation for permanent conditions that result from a work-related injury or illness. **Immediately report all work-related injuries or illnesses to Human Resources. All employees must report work-related injuries or illnesses within a 24-hour period.** Should an employee become injured and qualify for benefits, he or she may choose to use previously earned sick time to supplement the Workers' Compensation benefits. The combination of sick or vacation benefits and Workers' Compensation benefits cannot exceed your normal earnings. Cedars or its insurance carrier will not be liable for the payment of Workers' Compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

STATE DISABILITY INSURANCE AND STATE PAID FAMILY LEAVE

All California employees on our payroll are entitled to California State Disability Insurance (SDI). This plan provides benefits to offset income loss due to a non-work-related illness or disability. State Disability Insurance benefits are paid by the State and are financed by mandatory payroll tax deductions.

Should an employee become disabled, he or she may choose to use previously accrued paid time off to supplement the disability benefits. The combination of time off benefits and State Disability benefits may not exceed your regular earnings.

For more information on California's State Disability Insurance, please see:

http://www.edd.ca.gov/disability/SDI_Online.htm

STATE UNEMPLOYMENT INSURANCE

Unemployment insurance is a federal-state program, based on federal law, but executed through state law. A person whose employment has been terminated for certain reasons may apply to and receive benefits from the California Employment Development Department.

Employees who resign or retire are not generally eligible for unemployment insurance benefits. For more information, please see: <http://www.edd.ca.gov/unemployment/>.

Paid Holidays

Cedars offers the following 10 paid holidays to employees who have been **employed for at least sixty (60) days:**

- Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Day

If a holiday, for instance Independence Day, falls on a Saturday, employees will get Friday off. If the holiday falls on Sunday, employees will get Monday off. We schedule all holidays on the day designated by common business practice. Eligible employees will receive Holiday pay whether the holiday is taken off or worked. A non-exempt employee that is scheduled or asked to work on a holiday will receive holiday pay in addition to being paid for hours worked. Non-exempt employees must work their scheduled day before and after the holiday (or have approved vacation time on those days) to receive holiday pay. Additional closure days required by GGRC for day programs are unpaid days off for day program staff; for residential and administrative staff these will be regular workdays.

PERSONAL DAYS

In addition to the standard paid holidays described above, regular full-time employees are eligible to receive paid Personal Days (pro-rated for number of hours normally scheduled per week).

Upon hire, new employees are eligible to receive personal days at the following milestones:

- 1 Day - (eligible after 60 days employment)
- 1 Day - (eligible after 6 months' employment)
- 1 Day - (eligible after 9 months employment)

All regular full-time –benefited employees will be awarded 3 Personal Days annually on their anniversary of date of hire or rehire. The maximum accrual of Personal time is 24 hours. Personal Days must be scheduled and approved by a supervisor before being taken. For full-time employees scheduled to work at least 30 but fewer than 40 hours per week, the full-time equivalent pro-rating schedule in the vacation section applies to Personal Days as well. **Personal Days are not considered hours worked for overtime purposes. Personal Days do not roll over from year to year and will not be paid out upon separation from The Cedars of Marin. Every year on the anniversary of the date of hire 3 days are awarded and must be designated as: 1. "You Day" - a significant day of your choice, this day must be designated by the employee annually (it must be the same day each year)2. Your Birthday, and 3. Anniversary of your Date of Hire. All personal days can be taken off within 1 week before or after the designated day.**

VACATION TIME

All full-time employees are eligible to accrue paid vacation from the date of hire **but may not take paid vacation until after three months of employment**. Full-time employees will accrue vacation time based on straight time hours paid and years of service.

Continuous Employment from Hire Date	Days / Year	CAP
0 to 5 years of service	10 days	120 hours
5+ to 12 years of service	15 days	180 hours
12+ to 20 years of service	20 days	240 hours
20+ years of service	25 days	300 hours

Exempt employees accrue based on a 40-hour work week. All other employees, except relief manager positions, accrue hours based on their straight time hours paid. Relief managers earn vacation on all hours paid up to cap of 40 hours per week.

Example for full time equivalent.

Work week: 30-hours worked per week x 2 weeks' pay period (10 workdays) = 60 hours paid vacation
 40-hours worked per week x 2 weeks' pay period (10 workdays) = 80 hours paid vacation

Vacation requests must be submitted in writing at least two weeks in advance to your immediate supervisor and Human Resources for approval. Vacation requests are considered and granted, considering operating requirements, hours accrued and length of employment, seniority, may determine priority in scheduling vacation times.

The maximum accrued vacation may not exceed the rate table above for limited hours. Exceptions to vacation rules must be approved by the Executive Director, Associate Executive Director or Chief Financial Officer. Once this maximum is reached, all additional accruals will stop, they will resume when the vacation days are used, and the accrued hours are below the cap. In addition, employees who are out on an unpaid leave of absence do not accrue vacation time while they are on leave.

Vacation time is given to employees so that they are rested and better able to perform their jobs when they return. For this reason, we do not permit employees to take pay in lieu of time off except in exceptional circumstances, and these requests may be denied. To request pay in lieu of time off; **no more than 50% of the accrued balance may be requested with a maximum of two buy outs a year, in some circumstances an additional buy out or more hours may be approved by Cedars Executive Director, Associate Executive Director or Chief Financial Officer.**

Upon termination, eligible employees will be paid for accrued unused vacation hours.

PAID SICK LEAVE

Cedars will provide paid sick leave to employees for temporary absences due to personal illness, medical appointments, or injury. **Employees may not use their sick hours until after the 60th day of their employment.** Paid sick leave is not considered hours worked for overtime purposes. Employees rehired within one year, who were already eligible for paid sick leave, are eligible to earn and use sick leave at the time of rehire.

Part time Employees will be given 24 hours at date of hire. Sick leave hours will not roll over or accrue from one year to the next. Unused Sick leave will be deleted at the end of the calendar year. 24 hours will be added on the first day of January, the following calendar year. A fill-in or variable employee must work 30 days or more in a 12-month period to qualify for paid sick leave.

Full-time staff, working a minimum of 30 hours per week, will accrue at the rate of one hour for every 30 hours worked. Sick pay accrues at the same rate for all hours worked. Full-time employees' sick time accrues to a maximum cap of 200 hours. Vacation, sick, personal, holiday and jury time are excluded from "hours worked" for this purpose. This accrual rate will begin on the date of hire for full-time employees.

Sick leave is intended to be used for personal injury or illness and cannot be used as vacation time or any other non-medical leave. Employees are allowed to use their annual sick leave accrual for themselves or to attend to an illness or preventive care of a child, parent, spouse, domestic partner, sibling, grandparents, or grandchildren.

Employees must notify their supervisor of their absence as soon as possible, and for each day of their absence, if more than one. If you are off work due to illness for more than 3 consecutive days, you may be asked for a return-to-work status from your care provider. To the extent possible, please schedule your medical appointments around your work schedule. If your sick leave qualifies for protection under the Federal Family and Medical Leave Act (FMLA: see separate section) it may be taken concurrently with your paid benefit from Cedars, but the amount of leave available under the FMLA regulations is not extended by Cedars paid benefit. We acknowledge and appreciate the value of a healthy work force and encourage you to take the necessary precautions and actions and make your preventive health care visits to remain healthy and ready to serve our residents and program participants. For those healthy individuals who have accrued more than 100 hours of sick time, some or all the excess time can be paid out at ½ their normal hourly rate. Please submit a completed Vacation / Sick Time Buy Out form to your manager and Human Resources to request this benefit. A maximum of two Buy Outs are allowed each calendar year. **Upon termination of employment unused sick leave is not paid out.**

ABUSE OF SICK TIME

Cedars expects a person staff to come to work when they are scheduled if they are symptom free from any health issue. Abuse of sick time will not be tolerated. An individual illness may last for several days, which would constitute one occurrence. Attendance is one of the measures of performance and is monitored by your supervisor. Excellent attendance is expected of all Cedars employees and contributes to a positive work environment for staff residents and day program participants.

SECTION 6: LEAVES OF ABSENCE

TIME OFF TO VOTE

You are encouraged to fulfill your civic responsibilities by participating in elections. If you are unable to vote in a statewide or national election during your non-working hours due to your work schedule, the Organization will grant you up to two hours of regular paid time off to vote.

You must request time off to vote from your supervisor at least two working days prior to Election Day. Time off will be scheduled at the beginning or end of the workday; whichever provides the least disruption to the normal work schedule. You must submit a voter's receipt on the first day you return to work.

BEREAVEMENT LEAVE

Eligible employees may take up to three consecutive days of paid leave following the death of an immediate family/stepfamily member, to handle family affairs and attend services. Two additional paid days, to be deducted from the employee's vacation or sick leave accruals, may be taken at the employee's option for funerals requiring travel or employees may take unpaid time off. The Organization defines an immediate family/stepfamily member as the employee's spouse, domestic partner, parent, sibling, or child; the employee's spouse's parent, sibling, or child; the employee's child's spouse or domestic partner; grandparents or grandchildren.

Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with their supervisor's approval, request additional time off from their supervisor. If granted, the time off will be considered vacation or unpaid personal time. Please notify your supervisor immediately if you need to take bereavement leave.

CRIME VICTIMS LEAVE

You will be allowed to be absent from work to attend judicial proceedings related to a crime, if you are:

- A victim of a crime.
- An immediate family member of a victim.
- A registered domestic partner of a victim.
- The child of a registered domestic partner of a victim.

Before your absence, please give your manager a copy of the notice of each scheduled proceeding that is provided by the agency responsible for providing notice. When advance notice is not feasible, please provide your manager with documentation evidencing the judicial proceedings within a reasonable time after the absence. Documentation may come from any of the following:

- The court or government agency is setting the hearing.
- The district attorney or prosecuting attorney's office.
- The victim/witness office that is advocating on behalf of the victim.

An employee requesting leave will be allowed to utilize Vacation or Sick time or unpaid time off.

No employee will be discharged, or in any manner discriminated against in compensation or other terms, conditions, or privileges of employment, including, but not limited to the loss of seniority or precedence, because of an absence protected by this law.

Cedars will maintain the confidentiality of an employee who requests time off because of Crime Victim's Leave, to the extent allowed by law and records regarding absence from work for this purpose are to be confidential.

DOMESTIC VIOLENCE AND SEXUAL ASSAULT OR STALKING LEAVE AND ACCOMMODATION

Employees who are victims of domestic violence, sexual assault and stalking are eligible for unpaid leave. While the leave is unpaid, employees can use their paid sick time under California's Healthy Workplaces, Healthy Families Act for the purposes described below. You may request leave if you are involved in a judicial action, such as obtaining restraining orders, or appearing in court to obtain relief to ensure your health, safety, or welfare, or that of your child.

You should provide notice and certification of your need to take leave under this policy. Certification may be sufficiently provided by any of the following:

- A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking
- A court order protecting or separating the employee from the perpetrator of an act of domestic violence, sexual assault or stalking, or other evidence from the court or prosecuting attorney that the employee appeared in court
- Documentation from a medical professional, domestic violence, sexual assault or stalking victim advocate, health-care provider, or counselor that the employee was undergoing treatment of physical or mental injuries or abuse resulting in victimization from an act of domestic violence, sexual assault, or stalking

Employees who are victims of domestic violence, sexual assault or stalking and need a reasonable accommodation for their safety at work should contact Human Resources and discuss the need for an accommodation. If you request reasonable accommodation, you will need to submit a written statement signed by you, or by an individual acting on your behalf, certifying that the accommodation is for your safety at work.

For reasonable accommodation requests, Cedars will also require certification demonstrating that you are the victim of domestic violence, sexual assault, or stalking. Any of the forms of certification described above for leave purposes will suffice. Cedars may request recertification every six months from the date of the previous certification. You should notify Cedars if any approved accommodation is no longer needed.

Cedars will engage in an interactive process with the employee to identify accommodations, if any that are effective and will make reasonable accommodations unless an undue hardship will result. Cedars will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave or accommodation under these provisions.

DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING LEAVE FOR TREATMENT

Employees who are victims of domestic violence, sexual assault or stalking are eligible for unpaid leave. While the leave is unpaid, employees can use their leave, personal leave or paid sick time under California's Healthy Workplaces, and healthy Families Act for the purposes described below. Employees may request leave for any of the following:

- To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking
- To obtain services from a domestic violence shelter, program, or rape crisis center because of domestic violence, sexual assault, or stalking
- To obtain psychological counseling related to experiencing domestic violence, sexual assault or stalking
- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault or stalking including temporary or permanent relocation
- You should provide advance notice unless it is not feasible and certification of your need to take leave under this policy Certification may be sufficiently provided by any of the following:
 - A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking
 - A court order protecting or separating the employee from the perpetrator of an act of domestic violence, sexual assault or stalking, or other evidence from the court or prosecuting attorney that the employee appeared in court
 - Documentation from a medical professional, domestic violence, sexual assault or stalking victim advocate, health-care provider, or counselor that the employee was undergoing treatment of physical or mental injuries or abuse resulting in victimization from an act of domestic violence, sexual assault, or stalking

Cedars will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision. The length of unpaid leave an employee may take is limited to 12 weeks provided for in the federal family and medical leave act of 1993 for eligible employees. An employee who is discharged, threatened with discharge, demoted, suspended or in any other manner discriminated or retaliated against in the terms and conditions of employment by his or her employer, may file a complaint with the division of Labor Standards Enforcement of the Department of Industrial Relations, or because the employee has taken time off for a purpose set forth in subdivision (a) is entitled to reinstatement and reimbursement for lost wages and work benefits caused by the act of the employer. Employees will be provided with and sign a form which sets forth the rights and duties of the employers and employees.

JURY DUTY AND WITNESS LEAVE

Cedars encourage employees to fulfill civic responsibilities by serving jury duty when called. You may request up to three weeks of paid time (computed based on your scheduled work week) and unpaid jury duty leave for the remainder of your appointment. You may apply any of your available vacation or personal days' benefits to unpaid jury duty.

Please request time off and show the jury duty summons to your supervisor as soon as possible so that we may plan to accommodate your absence. We expect you to report for work whenever the court schedule permits, to reduce the effect of your time away from work on your pay and on your service to Cedars. Cedars encourages employees to appear in court for witness duty when subpoenaed to do so. If you have been subpoenaed or otherwise requested to testify as a witness by Cedars, you will receive paid time off for witness duty. Employees will be granted unpaid time off to appear in court as a witness when requested by a party other than Cedars. You may use available vacation or personal holiday leave to receive compensation during your absence. Please complete a Request for Leave and show the 'subpoena to your supervisor immediately after it is received so that business needs can be staffed to accommodate your absence. We expect you to report for work whenever the court schedule permits. If you are a victim of a violent crime, you will be allowed to apply Sick Leave to appear in court in relation to your case.

MILITARY LEAVE

Regular full-time and part-time employees who are members of any branch of the United States Armed Forces may request an unpaid military leave of up to five years, cumulative. To initiate this type of leave, the employee will submit written verification from the appropriate military authority.

Eligible employees will be given the necessary military leave without pay. Cedars is bound by and will follow The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), enacted in October 1994 (and significantly updated in 1996 and 1998). Employees who are members of a military reserve unit may elect to treat summer training periods as vacation if enough time has accrued.

MILITARY SPOUSE LEAVE

Employees who work more than 20 hours per week and have a spouse or domestic partner in the Armed Forces, National Guard or Reserves who have been deployed during a period of military conflict are eligible for up to 10 unpaid days off when their spouse is on leave from deployment.

Please request this leave in writing to Human Resources upon receiving official notice that your spouse or domestic partner will be on leave. Attach both the leave request and written documentation notifying your spouse or domestic partner that she or he will be on leave from deployment.

VOLUNTEER CIVIL SERVICE LEAVE

Volunteer firefighters, peace officers and emergency rescue personnel are allowed to take up to 14 unpaid days per calendar year off to perform emergency duty. "Emergency rescue personnel" is defined as any person who is an officer, employee, or member of a fire department or fire protection or firefighting agency of the federal government, the State of California, a city, county, city and county, district, or other public or municipal corporation or political subdivision of California, or of a sheriff's department, police department, or a private fire department, whether that person is a volunteer or partly paid or fully paid, while he or she is actually engaged in providing emergency services.

Please give your manager as much advance notice as possible if you need to take such a leave.

CEDARS COMPLIES WITH ALL LOCAL, STATE AND FEDERAL LEAVE LAWS

FAMILY MEDICAL LEAVE ACT (FMLA)

The federal Family and Medical Leave Act (FMLA - which applies to employees in both California and California's Family Rights Act (CFRA – which only applies to California employees) were created to protect employees' rights to job protection and continued benefits for up to 12 workweeks of unpaid family/medical leave within a 12-month period, under the following conditions:

- The employee has more than 12 months of service. If the leave is for FMLA only, the 12 months of service must have accumulated within the previous seven years. (There is no such cap under CFRA);
- The employee has worked at least 1,250 hours during the previous 12-month period before the need for leave; and
- If the leave is for FMLA only, the employee is employed at a work site where there are 50 or more employees within a 75-mile radius. (There is no such restriction under CFRA)

Leave may be taken for one or more of the following reasons:

- The birth of the employee's child, or placement of a child with the employee for adoption or foster care (FMLA/CFRA);
- For incapacity due to pregnancy, prenatal medical care, or childbirth (FMLA only);
- To care for the employee's spouse, child, or parent who has a serious health condition (FMLA/CFRA);
- To care for the employee's registered domestic partner, grandparent, grandchild, sibling or parent-in-law (CFRA only);
- For a serious health condition that makes the employee unable to perform his or her job (FMLA/CFRA);

If the leave is needed to care for a sick family member, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition.
- Probable length of the condition.
- Estimated amount of time for care by the health care provider.
- Confirmation that serious health conditions warrant the participation of the employee.

MILITARY FAMILY LEAVE ENTITLEMENTS

- Eligible employees whose spouse, son, daughter, or parent is on covered active duty or call to covered active-duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events,

arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

- Eligible employees may also take a special leave entitlement of up to 26 weeks of leave to care for a covered service member during a single 12-month period. Human Resources will assist you with the timelines. A covered service member is either:
 - 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
 - A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. *

*The FMLA definitions of "serious injury or illness" for current service members and veterans are distinct from the FMLA definition of "serious health condition."

A leave taken due to a "qualifying exigency" related to military service must be supported by a certification of its necessity. A leave taken due to the need to care for a service member shall be supported by a certification by the service member's health care provider.

PREGNANCY, CHILDBIRTH OR RELATED CONDITIONS

Leave because of the employee's disability for pregnancy, childbirth or related medical condition is not counted as time used under California law (the California Family Rights Act), but such employees may be eligible for California Pregnancy Disability Leave. Time off because of pregnancy disability, childbirth or related medical condition does count as family and medical leave under federal law (the Family and Medical Leave Act).

Employees who take time off for pregnancy disability and who are eligible for family and medical leave will also be placed on family and medical leave that runs at the same time as their pregnancy disability leave.

Once the pregnant employee is no longer disabled, or once the employee has exhausted Pregnancy Disability Leave and has given birth, she may apply for leave under the California Family Rights Act, for purposes of baby bonding.

Any leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period. California Family Rights Act leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks.

However, Cedars will grant a request for a California Family Rights Act leave (for birth/placement of a child) of less than two weeks' duration on any two occasions. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

FMLA LEAVE PROCEDURES

Employees must contact human resources as soon as the employee realizes the need for family/medical leave. If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member of the employee, Cedars must be notified at least 30 days before leave is to begin. Employees must consult with their supervisor regarding scheduling of any planned medical treatment or supervision to minimize disruption to the operations of Cedars.

Any such scheduling is subject to the approval of the employee's health care provider or the health care provider of the employee's child, parent, spouse, or registered domestic partner. If 30 days' notice cannot be provided, Cedars must be informed as soon as is practical.

If an employee cites his/her own serious health condition as a reason for leave, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition.
- Probable duration of the condition.
- Inability of the employee to work at all or perform any one or more of the essential functions of his/her position because of the serious health condition.

If the Family and Medical Leave Act/California Family Rights Act request is made because of the employee's own serious health condition, Cedars may require, at its expense, a second opinion from a health care provider that Cedars chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by The Cedars of Marin.

If the second opinion differs from the first opinion, Cedars may require, at its expense, the employee to obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee. The opinion of the third health care provider shall be considered final and binding on Cedars and the employee.

Cedars requires the employee to provide certification within 15 days of any request for family and medical leave under state and federal law, unless it is not practicable to do so. Cedars may require recertification from the health care provider if additional leave is required. (For example, if an employee needs two weeks of family and medical leave, but following the two weeks needs intermittent leave, a new medical certification will be requested and required.)

Cedars will require certification by the employee's health care provider that the employee is fit to return to his or her job. Failure to provide certification by the health care provider of the employee's fitness to return to work will result in denial of reinstatement for the employee until the certificate is obtained.

If the employee does not provide medical certification in a timely manner to substantiate the need for family and medical leave, Cedars may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered family and medical leave.

HEALTH AND BENEFIT PLANS

An employee taking family medical leave will be allowed to continue participating in any health and welfare benefit plans in which he/she was enrolled before the first day of the leave (for a maximum of 12 workweeks for FMLA or CFRA, 17 weeks and three days for PDL, or 26 workweeks if the leave is to care for a covered service member) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. Cedars will continue to make the same premium contribution as if the employee had continued working.

The continued participation in health benefits begins on the date leave first begins. In some instances, Cedars may recover from an employee, premiums paid by the employer to maintain health coverage if the employee fails to return to work following family/medical leave. Employees who fail to make their portion of premium payments may have their coverage discontinued after 30 days of non-payment.

Employees on leave who are not eligible for continued paid coverage may continue their group health insurance coverage through Cedars in conjunction with the federal COBRA guidelines by making monthly payments to Cedars for the applicable premium. Employees should contact Human Resources for further information. Payment schedule will be agreed upon at the time of leave.

CALCULATING THE 12-MONTH PERIOD

For purposes of calculating the 12-month period during which 12 weeks of FMLA or qualifying exigency leaves may be taken, Cedars uses a rolling 12-month period. Under most circumstances, leave under federal and state law will run at the same time and the eligible employee will be entitled to a total of 12 weeks of family and medical leave in the designated 12-month period.

For leave to care for a covered service member, the 12-month period begins on the first day of the leave, regardless of how the 12-month period is calculated for other leaves. Leave to care for a covered service member is for a maximum of 26 workweeks during a 12-month period.

SUBSTITUTION OF PAID LEAVE

FMLA/CFRA leave is unpaid by Cedars. The Cedars of Marin may require employees to use accrued paid hours available while taking FMLA leave. To use paid leave for FMLA leave, employees must comply with the Organization's normal paid leave policies. For more information on those specific circumstances requiring or allowing the substitution of paid leave contact Human Resources.

REINSTATEMENT

Under most circumstances, upon return from family/medical leave, an employee will be reinstated to his or her original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave.

- For example, if an employee on family/medical leave would have been laid off had he or she not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In

addition, an employee's use of family/medical leave will not result in the loss of any employment benefit that the employee earned before using family/medical leave.

TIME ACCRUAL

Employees on Family and Medical Leave Act/California Family Rights Act leave will not continue to accrue vacation, sick leave, or paid time off during unpaid Family and Medical Leave Act/California Family Rights Act leave.

CARRYOVER

Leave granted under any of the reasons provided by state and federal law will be counted as family/medical leave and will be considered as part of the 12-workweek entitlement (26-workweek entitlement if leave is to care for a service member) in a 12-month period. The 12-month period is measured forward from the date any employee's first FMLA leave begins. Successive 12-month periods commence on the date of an employee's first use of such leave after the preceding 12-month period has ended. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

INTERMITTENT LEAVE

Employees may take FMLA/CFRA leave intermittently (in blocks of time, or by reducing their normal weekly or daily work schedule) if the leave is for the serious health condition of the employee's child, parent, or spouse, or of the employee, and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is 2 hours.

PREGNANCY DISABILITY LEAVE (PDL)

You may be eligible to take up to four months of unpaid pregnancy disability leave of absence (PDL) for disabilities related to pregnancy or for being affected by pregnancy. This includes but is not limited to any period for actual disability caused by your pregnancy such as severe morning sickness, prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, or recovery from childbirth or loss or end of pregnancy.

An employee requesting leave will be allowed to utilize accrued vacation time. You may also qualify for State Disability Insurance (SDI). You must apply for these benefits within the first 30 days of your disability. SDI registration and claims are submitted online, at www.edd.ca.gov/Disability/.

To be eligible for a PDL, you must be disabled by pregnancy and be a regular full-time or part-time employee. Part-time employees are entitled to leave on a pro-rata basis. There is no length of service requirement for this leave. Four months of leave is allowed for each pregnancy and is not an annual limit. Your available leave time is calculated based on the number of days an employee normally would work within four months.

REQUESTING LEAVE

You should advise your Manager and Human Resources as soon as possible of your need to take

pregnancy leave. Pregnancy leave will typically begin when ordered by a state-licensed health care provider. The duration of the leave will be determined by the advice of your physician and may be taken intermittently as needed. The certification from your doctor indicating the need for disability leave should contain:

1. A statement that you need to take pregnancy disability leave because you are disabled by pregnancy, childbirth, or related medical condition.
2. The date on which you became disabled due to pregnancy.
3. The estimated duration of the disability.

If reasonable accommodation or transfer is needed, the medical certification must contain all of the following:

- a. A description of the requested reasonable accommodation or transfer.
- b. A statement describing the medical advisability of reasonable accommodation or transfer.
- c. The date on which the need for reasonable accommodation or transfer became or will become medically advisable.
- d. The estimated duration of the reasonable accommodation or transfer.

RETURNING TO WORK

Please provide your Director of Human Resources with a doctor's return to work status or fitness for duty notice prior to returning to work.

USE OF TIME OFF BENEFITS

Cedars may require all accrued sick time to be used as part of the Pregnancy Disability Leave. At the employee's option, any accrued vacation time can be applied to the PDL as well. **Using paid time off will not extend your leave.**

EMPLOYEE BENEFITS WHILE ON PDL

Time off benefits will not accrue during a PDL. Your health insurance will continue during this leave at the same level and with the same Organization contribution as it did prior to your leave. If you are not scheduled to receive a payroll check, please plan to write a check each month for your usual portion of the monthly insurance premium, if any.

If you choose not to return from the leave for at least two months at full time and show good faith and intent to return to your position, you will be required to repay the Organization-sponsored portion of the premium payments unless your failure to return is due to a personal, serious health condition which prevents you from performing your job.

You may qualify for State Disability Insurance (SDI). You must apply for these benefits within the first 49 days of your disability. Please see your manager for an SDI pamphlet for details.

Pregnancy disability will be treated as any other disability, and an employee on leave will be eligible for temporary disability benefits in the same amount and degree as any other employee on disability leave.

JOB RESTORATION

You may be entitled to a temporary transfer to another position if your pregnancy renders such a transfer medically advisable and the Organization can accommodate such a transfer. If such a transfer is granted, you will receive your current rate of pay for the new job, (even if the position is a lower rate of pay) as is the case with any other temporary transfer due to temporary health reasons.

Upon returning from PDL you will, if possible, be offered the same or similar position held when you left unless there is no substantially similar position available, or you are no longer capable of performing the job responsibilities. You will have no greater right to reinstatement than if you had been continuously employed rather than out on leave.

DISABILITY LEAVES OTHER THAN PREGNANCY

Employees may take a disability leave of absence if necessary to accommodate a workplace injury or a disability as required by law. The duration of such leaves shall be consistent with applicable law, but in no event, shall the leave extend past the date on which an employee becomes capable of performing the essential functions of his or her position, with or without reasonable accommodation.

Medical certification may be required to initiate and continue a disability leave of absence. Upon return from disability leave, the employee must submit medical certification that he or she can perform the essential functions of the job and is able to return to work, with or without restrictions. Any restrictions must be clearly stated in the medical certification.

An employee may be eligible to receive payments from state disability or workers' compensation insurance, depending on the type of leave. Otherwise, disability leaves under this section will be unpaid.

PAID FAMILY LEAVE

All California employees on our payroll are entitled to Paid Family Leave (PFL), a benefit offered as part of the SDI program of the Employment Development Department. This plan provides benefits to offset income loss due to individuals who take time off work to care for a seriously ill child, spouse, parent, domestic partner, or to bond with a new minor child. PFL benefits are financed by mandatory employee payroll tax deductions.

The maximum claim benefit is six times the weekly benefit amount. Not more than six weeks of PFL benefits may be paid within any 12-month period.

ELIGIBILITY REQUIREMENTS

An employee may file a claim for PFL benefits for the following reasons:

- Care for a seriously ill child, spouse, parent or domestic partner.
- To bond with a new child.
- To bond with a minor child in connection with the adoption or foster care placement of that child.

DETAILS:

- A medical certificate is required when a Paid Family Leave claim is filed to provide care for a

seriously ill family member.

- For bonding, Paid Family Leave is limited to the first year after the birth, adoption, or foster care placement of a child.
- You may use any accrued vacation benefits prior to receiving benefits.
- You cannot receive Paid Family Leave while receiving SDI, Unemployment Insurance, or Worker's Compensation benefits.
- You are not eligible for Paid Family Leave for any day that another family member is able and available for the same period that you are providing the required care.
- An employee who is entitled to leave under the federal Family Medical Leave Act and the California Family Rights Act must take Paid Family Leave concurrent with leave taken under those acts.
- Paid Family Leave does not provide job protection or return rights.

Please contact Human Resources for details on this program or visit the www.edd.ca.gov website.

SCHOOL ACTIVITIES / SCHOOL APPEARANCE LEAVE

If an employee is a parent (including/or a guardian, grandparent, stepparent, foster parent, or person standing in loco parentis) of a student, the employee may take time off from work to attend student/school functions using their accrued vacation, given they have it. If you would like to use Vacation to attend such activities, please request time off as far in advance as possible. Cedars will attempt to grant the leave as requested.

Sometimes, an employee may need to appear at his/her child or ward's school in connection with disciplinary action/childcare emergency by the school. Cedars will not discriminate or take disciplinary action for taking time off in this circumstance but will approve this time off as unpaid unless the employee requests to use vacation time. If this leave is abused, documentation of the required employee presence may be required.

CIVIL AIR PATROL LEAVE

Employees who have been employed by Cedars for at least 90 days and who are a volunteer member of the California Wing of the civilian auxiliary of the U.S. Air Force Civil Air Patrol are eligible for up to ten days of unpaid leave per year to respond to an emergency operation mission.

ORGAN AND BONE MARROW DONOR LEAVE

Employees who are donors for organs or bone marrows may take paid time off as follows:

- Employees must be hired 90 days before leave can be taken.
- Employees can take up to 30 business days of paid leave and an additional 30 days of unpaid leave in a year to donate an organ to a person. The one-year period is calculated from the date the employee begins his/her leave.
- Employees can take up to 5 working days off to donate bone marrow to another person in a year. The one-year period is calculated from the date the employee's leave begins.
- During the leave for organ/bone marrow donors, Cedars will continue to provide and pay for any group health plan benefits the employee was enrolled in prior to the leave of absence.
- Leave taken for the purpose of organ or bone marrow donation is not leave for the purpose of family medical leave under the California Family Rights Act.
- Employees who wish to take a leave of absence to donate bone marrow or an organ will be required to provide written verification of the need for leave, including confirmation that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

Cedars requires that employees taking leave for organ donation use two weeks of accrued but unused sick leave, personal days and or vacation. Cedars requires that employees taking leave for bone marrow donation use five days of accrued but unused sick leave, personal days and or vacation leave.

Once a Donor has exhausted the required paid sick, personal days and or vacation leave, the employee will be paid for the remaining leave of absence, if additional leave is needed up to the maximum allowed by law.

SECTION 7: ORGANIZATION POLICIES

CONFLICT OF INTEREST

All employees must conduct themselves ethically in a manner that prevents conflict of interest, either real or implied. A conflict of interest exists whenever an employee, or a relative of an employee, has a financial interest, direct or indirect, with a resident or day program participant, vendor, or other principal dealing with Cedars which interest is of such an extent that it might affect an employee's judgment or decisions exercised on behalf of the Cedars. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is like that of persons who are related by blood or marriage.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which Cedars does business but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration because of any transaction or business dealings involving Cedars.

In addition, business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, and other windfalls designed to benefit the employer, the employee, or both. Promotional plans that could be interpreted to involve unusual gain require specific executive level approval.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if an employee has any influence on transactions involving purchases, contracts, or leases, it is imperative that he or she discloses to HR as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

CONTRIBUTIONS AND SOLICITATIONS

This policy covers the solicitation for and distribution of information about any social, political, fraternal, or other organization or cause. The Organization recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty.) Employees are encouraged to use discretion when canvassing employees for tickets, raffle chances, sales of any sort or similar soliciting. It is the employees' voluntary decision to contribute to solicitations.

DRUG, ALCOHOL AND MARIJUANA FREE WORKPLACE

We are committed to providing employees with a safe and productive work environment that is free from the effects of drug and alcohol abuse.

The following rules and standards of conduct apply to all employees and are prohibited:

1. Driving an organization vehicle under the influence of alcohol, marijuana or illegal or controlled substances.
2. Distribution, sale, or purchase of alcohol or marijuana, while on the job (or while utilizing an organization vehicle).
3. Distribution, sale, or purchase of alcohol, marijuana, illegal or controlled substances while on the job.
4. Being under the influence of alcohol, marijuana, illegal or controlled substances while on the job.
5. Driving a vehicle while under the influence of alcohol, marijuana or after leaving a Cedars function.

Violation of the above rules and standards will not be tolerated. In addition, we may also bring the matter to the attention of the appropriate law enforcement authorities. An employee's conviction on a charge of illegal sale or possession of any controlled substance while off Cedars' property will not be tolerated because such conduct, even though off duty, reflects adversely on Cedars. In addition, we must keep people who sell or possess controlled substances off Cedars premises to keep the controlled substances themselves off the premises.

An employee who is using prescription (including medical marijuana) or over-the-counter drugs that may impair their ability to safely perform the job, or affect the safety and well-being of others, must notify HR of such before starting or resuming work.

We will encourage and assist employees with chemical dependencies (alcohol or drug) to seek treatment and/or rehabilitation. To this end, employees who desire such assistance should request treatment or rehabilitation leave. Cedars is not obliged, however, to continue to employ any employee whose performance is impaired by alcohol or drug use. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation and who fail to successfully overcome their dependency or problem may not be given a second opportunity to seek treatment or rehabilitation.

This policy on treatment and rehabilitation is not intended to affect our action concerning employees who violate the above regulations. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

EQUIPMENT AND SUPPLIES

We provide employees with the equipment and supplies needed for their job. Employees are responsible for all property, materials, or written information issued to them or in their possession or control. Employees must return all Cedars property immediately upon request or upon termination of employment. The Cedars of Marin will make use of all legal remedies available to recover or protect its property.

EXPENSE AND BUSINESS TRAVEL REIMBURSEMENT

On occasion, you may need reimbursement for expenses incurred on behalf of Cedars. You will be reimbursed by accounts payable check from Cedars on the check run after the reconciliation and verification of the expenses. All expenses must have your supervisor's approval. If an expense is not

explicitly listed below, Cedars must approve it first to be eligible for reimbursement. Eligible expenses include:

- Use of your own vehicle for Cedars business, to be reimbursed on the following paycheck at the currently accepted IRS standard mileage rate
- Purchase of items exclusively for use by Cedars
- Replacement of personal tools broken while doing work for Cedars
- Out-of-pocket expenditures incurred in transit to, or while participating in, a course, seminar, conference, or other activity benefiting Cedars, if authorized in advance

Abuse of this policy, including falsifying expense reports to reflect costs not incurred by you, will result in corrective action, up to and including termination of employment. Timely (within 30 days or by the 1st of the month after the expense) and full submission of expense reimbursement claims are considered as part of each employee's work responsibilities and are considered in the performance review process.

Failure to submit expense reports in a timely manner may lead to disciplinary action up to and including termination.

GIFTS, FAVORS, ENTERTAINMENT

No matter how well-meaning or well-intentioned a gift, the potential exists for impropriety or the appearance of impropriety to be present because of the existence and acceptance of the gift. Employees **shall not seek** for themselves or others any gifts, favors, entertainment or payments.

Employees **may accept** for themselves common courtesies usually associated with customary practices. These include but are not limited to:

- Lunch and/or dinner with vendor or resident's family member.
- Gifts of small value, under \$50.00.
- Tickets to events such as sports, arts, etc. which are not to be solicited by the employee.
- The receipt of alcoholic beverages is discouraged.
- Gifts of perishable items usually given during the holidays should be shared with other staff in your department.
- It is never permissible to accept a gift **of cash or cash equivalent** such as stocks etc.
- Management employees/supervisors should not accept gifts from those under their supervision of more than \$50.00.

Gifts given from Cedars to others must be approved by one of Cedars Executive staff.

GRIEVANCE PROCEDURES

If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to your immediate supervisor or Human Resources. If your immediate manager cannot resolve the issue, it should be brought to the attention of Human Resources. Our experience has shown that when employees deal openly and directly with

management, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that Cedars amply demonstrates its commitment to employees by responding effectively to employee concerns.

HIRING OF RELATIVES/PERSONAL RELATIONSHIPS

We intend to make every effort to prevent personal relationships from interfering with work relationships.

Management reserves the right, in cases where a conflict or the potential for conflict arises, even if there isn't a supervisory or a legal relationship, to resolve the conflict or potential for conflict. Action steps could include separating the parties by reassignment or by separation of employment. Also, we prefer to not permit situations where relatives would work in a supervisor/employee relationship, would be subject to manager discretion.

For the purposes of this policy, a parent is defined as any family or extended family member, including family members, and domestic partners. In addition, this policy also applies to individuals who are not legally related but who reside with another employee, or employees who are known to be romantically involved.

NON-FRATERNIZATION

Supervisors or managers who enter a romantic relationship with a subordinate will be terminated if not reported immediately to upper management. Such relationships may cause a conflict of interest. To avoid potential morale problems, such as favoritism and jealousy, and eliminate a hostile working environment, we discourage such relationships and may require a "love contract" for co-employees involved in a romantic relationship in which the employees agree to:

- (1) Comply with the employer's policy of preventing harassment and reporting perceived violations.
- (2) Behave professionally in the workplace.
- (3) Acknowledging the relationship is consensual. Love contracts establish that the relationship was "welcome," at least when the contract was signed.

Relationships that extend beyond friendship in the workplace can lead to uncomfortable situations. When such relationships end, unpleasant situations are often the result. We do ask all employees to be extremely cautious in such situations so that we can provide a friendly and harassment-free work environment. It is important that relationships be reported so management can take the appropriate measures to maintain and positive work environment for all.

OUTSIDE EMPLOYMENT

All employees holding a job with another organization must complete a Cedars secondary employment form. Secondary employment must not create a conflict of interest with your scheduled work time for Cedars.

An employee holding a job with another organization is still required to satisfactorily perform his or her job responsibilities with Cedars. All employees will be judged by the same performance standards and will be subject to Cedars scheduling demands, regardless of any existing outside work requirements.

Certain types of outside employment are prohibited:

- Employment, which conflicts with an employee's work schedule, duties and responsibilities.
- Employment, which creates a conflict of interest or is incompatible with an employee's employment with Cedars.
- Employment, which impairs or has a detrimental effect on an employee's work performance with Cedars.
- Employment, which requires an employee to conduct work or related activities on Cedars property, during Cedars working hours or using Cedars facilities and/or equipment.

For the purposes of this policy, self-employment is considered outside employment.

PROFESSIONALISM

We want our employees to have a professional and pleasant work environment. It is our goal to provide an environment wherein you can work effectively and comfortably, meet professional goals, and develop positive relationships with co-workers.

Your conduct, both inside and outside of work, may reflect on Cedars, therefore, it is important to us. Below are several examples of unprofessional and unacceptable behaviors that could be grounds for disciplinary action up to and including termination or, in certain cases, immediate dismissal. This list is not exhaustive, other types of unacceptable behaviors will not be tolerated as well.

- Any act that may create a dangerous situation
- Insubordination
- Disrespectful or harassing conduct toward others
- Gossiping
- Violation of safety or health rules
- Unsatisfactory performance or conduct
- Sleeping during an awake paid shift
- Dishonesty, including theft of Cedars property and falsification of documents
- Personal and legal problems which may:
 - Disgrace Cedars or any of its affiliates, residents or day program participants, associates or
 - Cause material injury to the customer relations, operations or the business prospects of Cedars or its affiliates, residents, day program participants or associates.
- Falsification of timekeeping, employment or other The Cedars of Marin records.
- Working under the influence of alcohol or drugs.

- Possession, distribution, sale, transfer or use or being under the influence of alcoholic or illegal substances in the workplace, while on duty, or while operating employer-owned vehicles or equipment.
- Witnessing illegal activities or actions and not reporting them.
- Sexual or other unlawful or unwelcome harassment.
- Fighting or threatening violence in the workplace.
- Smoking in prohibited areas, E-cigarettes are treated like other tobacco products.

Some of these behaviors and resulting repercussions are covered more completely in other sections of this handbook.

Employment with Cedars is at the mutual consent of Cedars and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice.

NON-WORKING STATUS

If you come to Cedars when you are not working you must behave as a guest. Do not disturb any co-workers and do not enter any areas that are off-limits to regular guests.

DRESS CODE AND APPEARANCE

Cedars expects employees to dress respectfully and maintain exacting standards of personal hygiene. Guests who visit Cedars will judge the experience at Cedars by the impression they perceive of our staff, hence proper cleanliness must be one of the strongest impressions they receive during a visit to Cedars.

Cedars expects that you maintain a respectful image during your employment with Cedars employees are expected to present a clean appearance and dress according to the job duties, which may be determined by the department manager. Flip flops or open toe shoes are a risk to the employees' safety when driving a vehicle or working with clients and should not be worn. Uniforms or scrubs are not acceptable to be worn at Cedars. If an employee does not meet the appearance standards requirement, the employee may be prohibited entry to the property and asked to return in proper appearance. **A strong fragrance could lead to a seizure, for a resident or program participant, please use fragrance free products.** Violations of the dress code may result in disciplinary action up to and including termination of employment.

REHIRE POLICY

On occasion, an employee may leave employment with the Organization and be rehired later. All rehired employees will have the same benefit waiting periods as new employees and restart their time off accruals and seniority as of their new date of rehired. In other words, that employee will be treated like all other new employees. An exception is when an employee is rehired within one year of their termination date in which case they will be reinstated with their previous seniority and accruals. Eligibility to enroll in benefits will be the first of the month following 60 days after rehire date.

SAFETY AND SECURITY

Safety is a joint venture at Cedars and is of utmost importance. We provide a clean, hazard-free, healthy, safe work environment in accordance with the Occupational Safety and Health Act of 1970. As an employee, you are expected to take an active part in maintaining this environment. Your workplace and the space on the floors near your workplace are to be kept neat, clean, and orderly at all times. You should observe all posted safety rules, adhere to all safety instructions provided by your supervisor and Cedars Occupational Safety Manager. Use safety equipment where and when required.

Employees and supervisors receive periodic workplace safety training. The training covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards. It is your responsibility to learn the location of all safety and emergency equipment, as well as the appropriate safety contact phone numbers.

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 Cedars Organizational Safety Manager, HR, or with another supervisor or manager.

Cedars will provide all safety equipment, and employees will be responsible for the reasonable upkeep of this equipment. Any problems with or defects in equipment should be reported immediately to your manager. Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using Cedars property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify Cedars Organizational Safety Manager if any equipment, machines, or tools are damaged, defective, or in need of repair. Rapid reporting of damage, defects and the need for repairs could prevent equipment from deteriorating and injuries. HR can answer any questions about an employee's responsibility for maintenance and care of equipment used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in disciplinary action, up to and including termination of employment.

As an employee, you have a duty to comply with the safety rules of Cedars, assist in maintaining the hazard free environment, to report any accidents or injuries - including any breaches of safety - and to report any unsafe equipment, working condition, process, or procedure, at once to your manager.

Employees may report safety violations or injuries anonymously to your manager, Cedars Organizational Safety Manager, HR or any member of management, if they are not the injured or violating party. **No employee will be punished or reprimanded for reporting safety violations or hazards.** Our offices will deal with any deliberate or ongoing safety violation, or creation of hazard, by an employee through disciplinary action, up to and including termination.

Worker's Compensation Insurance pursuant to the laws of California covers all work-related accidents. **Immediately report any accidents, health or safety hazards to the Occupational Safety Manager or Human Resources.**

SECURITY INSPECTIONS

Cedars is committed to providing a safe working environment. Cedars requires the cooperation of all employees to ensure that the work environment is free of improper materials such as firearms, explosives, illegal drugs etc.

To deter theft and unauthorized possession of the property of others, Cedars may inspect persons and their belongings at any time when they are on the premises of The Cedars of Marin.

All lockers are the sole property of Cedars. Cedars reserve the right to inspect them and any items that are found in them at any time with or without notice. Cedars reserves the right to remove any lock from a locked locker at any time. The lockers are intended for storage of employees' property during their shift and the employee must remove all items when the shift has been completed.

Any employee who wishes to avoid inspection of any articles or materials should not leave items in locker at the end of their shift.

Cedars is not responsible for any lost, stolen or damaged personal items.

VISITORS IN THE WORKPLACE

To provide a safe and secure work environment, no visitors are allowed without prior authorization by the Manager on Duty. Employees' family and friends in the work environment may create unnecessary disturbance and hence prevent employees from carrying out their responsibilities. Therefore, while pre-approved visits from friends and family may be permitted when an employee is off duty, it is against Organization policy for guests, including children and pets, to remain on the premises while employees are on duty, unless pre-approved by your manager.

This policy includes group homes. Guests of employees in the homes are only permitted when the employee is off duty and must be pre-approved in advance by your manager.

Immediately notify the Manager of Duty if you see any unauthorized person on the premises of Cedars.

MONITORING OF THE WORKPLACE

Cedars may conduct random "quality service assurance" visits to monitor the quality and integrity of the support our residents and program participants receive.

SMOKING (AND VAPING)

In compliance with legal requirements, Cedars offices and premises are all non-smoking and vaping areas. E-cigarettes are treated like other tobacco products. Per California law smoking is prohibited within 20 ft. of a public building. Employees must also obey any non-smoking and vaping areas established by the building owners and property managers around the building entrances. Please be courteous and concerned about the needs of your fellow employees and others. Employees are asked to maintain professional presentation during all times of the workday that includes maintaining personal hygiene before and after smoking or vaping.

Smoking and vaping breaks must be taken during your 10-minute morning or afternoon breaks or during an employee's lunch hour. To be fair to those employees who do not choose to smoke or vape, **there are no additional breaks for smoking or vaping.**

Smoking or vaping while on duty and not on authorized breaks is not permitted. This includes smoking or vaping in work vehicles. Violation of this policy is strictly prohibited. Cedars may, at its sole discretion, instantly institute discipline, including immediate termination, against any employee who violates this policy.

LACTATION ACCOMMODATION

Cedars accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the employee shall be unpaid.

Cedars will make a reasonable effort to provide employees who need lactation accommodation with the use of a room or other secluded location that is located close to the employee's work area. The location will be safe, clean, and free of toxic or hazardous materials; have a surface to place a breast pump and other personal items; have a place to sit; and have access to electricity or alternative devices (including, but not limited to extension cords or charging stations) needed to operate an electric or battery-powered breast pump. The Organization will also provide access to a sink with running water and a refrigerator suitable for storing milk near the employees' workspace. If a refrigerator cannot be provided, the Organization will provide another cooling device suitable for storing milk, such as an employer-provided cooler. The lactation location will not be a bathroom or restroom unless that bathroom/restroom is taken out of public commission and renovated to be compliant as a lactation location. The room or location may include an employee's private office if it otherwise meets the requirements of the lactation space. Multi-purpose rooms may be used as lactation space if they satisfy the requirements for space; however, use of the room for lactation takes priority over other uses for the time it is in use for lactation purposes. Employees who desire lactation accommodation should contact their supervisor or the Director of Human Resources to request accommodation. An employee's request may be provided orally, by email, or in writing, and need not be submitted on a specific form. The Director of Human Resources will engage in an interactive process with the requesting employee to determine when and where lactation breaks will occur. If the Organization cannot provide break time or a location that complies with this policy, the Organization will provide a written response to the employee's request. Discrimination based on sex includes discrimination based on breastfeeding and related medical conditions and is prohibited. If an employee believes they have been denied reasonable break time or adequate space to express milk or have been otherwise been denied rights related to lactation accommodation, the employee has the right to file a complaint with the California Labor Commissioner.

WORKPLACE VIOLENCE POLICY

We recognize that workplace violence is a growing concern among employers and employees around the country. Cedars is committed to providing a safe, violence-free workplace and prohibits employees, consultants, visitors, or anyone else on our premises or engaging in a Cedars-related activity from behaving in a violent or threatening manner and prohibits all such behavior. As part of this policy, we seek to prevent workplace violence before it begins and reserve the right to deal with behavior that suggests a propensity towards violence even prior to any violent behavior occurring.

Cedars believes that prevention of workplace violence begins with recognition and awareness of potential early warning signs.

Workplace violence includes but is not limited to:

1. Threats of any kind.
2. Threatening, physically aggressive, or violent behavior, such as intimidation of or attempts to instill fear in others.
3. Other behavior that suggests a propensity toward violence, which can include belligerent speech, excessive arguing or cursing, sabotage, or threats of sabotage of Organization property, or demonstrated pattern of refusal to follow Organization policies and procedures.
4. Defacing Organization property or causing physical damage to the facilities; or
5. Bringing weapons or firearms of any kind to Cedars premises, parking lots, or possessing them while conducting Cedars' business.

All such behavior is strictly prohibited. Cedars may, at its sole discretion, instantly institute discipline, including immediate termination, against any employee who violates this policy.

Reporting: If you observe or become aware of any of the above-listed actions or behavior by an employee, consultant, visitor, or anyone else, you should notify your manager or any of our managers. If any restraining order is in effect, or if a potentially violent non-work-related situation exists that could result in violence in the workplace, notify your manager or any of our managers immediately.

Investigation: All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, we will inform the reporting individual of the results of the investigation. To the extent possible, we will maintain the confidentiality of the reporting employee and of the investigation, but may need to disclose results in appropriate circumstances, for example to protect individual safety. Cedars will not tolerate retaliation against an employee who reports workplace violence. We reserve the right to inspect all Cedars property, including but not limited to desks, computer equipment and other property to ensure compliance with its rules and regulations without notice to the employee and/or in the employee's absence.

Discipline: If we determine that workplace violence has occurred, we will impose discipline on offending employees, up to and including termination of employment. If the violent behavior is that of a non-employee, Cedars will take appropriate action. Violation of the Cedars policy on violence may also result in criminal as well as civil liability on the part of the employee who violated this policy. In

addition, we may request that an employee participate in counseling, either voluntarily or as a condition of continued employment.

ALTERNATIVE DISPUTE RESOLUTION POLICY

Except as limited by applicable law, both Cedars as the Employer, and the individual employees of Cedars will arbitrate all disputes, claims, or controversies they may have against each other, which arise from the employment relationship or the termination of employment.

Please refer to the Arbitration Agreement which is a separate document from this employee handbook.

SECTION 9: SEPARATION OF EMPLOYMENT

We hope your employment with Cedars is lengthy, challenging, and satisfying. However, if your employment relationship with us ends, you will find the information in this section helpful.

VOLUNTARY RESIGNATION

If you resign, we request that you give us professional courtesy of at least two weeks' advance written notice, provided to your manager including the date of your last day.

DISMISSAL

Through performance counseling, employees are usually warned about performance problems. However, circumstances may warrant immediate termination. Please remember that employment is at the mutual consent of both parties and either party may terminate the employment relationship at any time, with or without notice, at will.

EXIT MEETINGS

We will attempt to schedule an exit meeting with each employee who leaves our employment. This meeting provides an opportunity to discuss issues concerning benefits and insurance, and to return any Cedars property in your possession.

FINAL PAY

Upon your separation from Cedars, you will receive all compensation owed to you including wages, overtime, business expense reimbursements (if submitted in sufficient time prior to your exit interview), and accrued, unused vacation, according to the following:

- If your separation is due to dismissal, your final paycheck will be immediately presented to you.
- If you resign with at least 72 hours' Notice, it will be made available to you on your last day or at your discretion deposited into your account of record in accordance with your instructions on file.
- If you resign with less than a 72-hour notice you will receive your final check on or before 72 hours from your notice or at your discretion deposited into your account of record in accordance with your instructions on file.

BENEFITS

Employee benefits will be affected by employment termination in the following manner: All accrued, vested benefits that are due and payable at termination will be paid. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

HANDBOOK RECEIPT AND ACKNOWLEDGMENT

I have received and read a copy of Cedars Employee Handbook. I agree to abide by the policies and procedures outlined in the Handbook. I understand that the policies, rules, and benefits described in it are subject to change at any time at the sole discretion of Cedars.

I entered my employment relationship with Cedars voluntarily and acknowledge that there is no specified length of employment, it is an At-Will Agreement relationship. Accordingly, either the organization or I can terminate the relationship at any time, so long as there is no violation of applicable local, federal, or state law.

Furthermore, I acknowledge that this manual is neither a contract of employment nor a legal document. I will read a copy of the manual, and I understand that it is my responsibility to comply with the policies contained within and any revisions made to it.

I am aware that during my employment, certain confidential information will be made available to me. I understand that this information is critical to the success of Cedars and must not be given out or used outside of Cedars premises or with non-employees of Cedars. In the event of my separation of employment for any reason, I agree not to utilize this information for personal gain or the gain of other individuals or companies.

I recognize that my signature below shows that I have read, understood, and agreed with the statements above. I acknowledge receipt of the Employee Handbook and my responsibility to read and familiarize myself with its contents.

Employee Signature

Date

Employee Name (Printed)

Please keep a copy of this Acknowledgment for your records.