

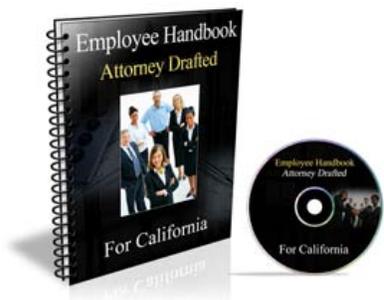
Following this page are the first 17 pages of our 36-page California employee handbook for both hourly and salaried employees. Our handbooks are fully customizable and easy to edit in a Word format. Also included are acknowledgement forms for the employee to sign.

If you are a nonprofit organization, you need to use our employee handbook specifically for California nonprofit organizations.

Our employee handbook was drafted and is updated regularly by a licensed California employment attorney to help protect California business owners from employee lawsuits and workplace disputes.

California has the most complex employment laws in the country. Using anyone other than an experienced California attorney for drafting your handbook and employment documents could put your company at risk. We include the attorney's information that we use to draft and update our California employee handbook and other documents.

You can order our California employee handbook (or call with questions) at 1-800-524-7116 between 8am and 6:00pm PST (Monday - Saturday) or order online 24 hours a day at www.EmployersCenter.com



The red lettering throughout our employee handbook is instructions and information from the California attorney who drafted it.

[Your Company Name]

EMPLOYEE MANUAL

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(1) Welcome Message from the President

Dear Employee,

Welcome to [Your Company Name]!

We are excited to have you as part of our company. [Your Company Name] is committed to quality work and superior customer service in all aspects of our business.

We value our employees and encourage them to make productive suggestions. We want you to succeed at your job.

This Employee Manual, inclusive of an Acknowledgement Form, sets forth the general administrative policies, goals, and benefits of [Your Company Name] and replaces and supersedes any prior manual(s). The contents of this Manual are confidential and are not to be distributed to or shown to anyone else outside the Company, excepting your spouse or registered domestic partner, legal, financial, tax, and spiritual advisors, as required by a legal tribunal of competent jurisdiction or by any applicable law, in connection with an administrative claim or legal action, and as reasonably required by your job duties. This Manual remains the property of [Your Company Name] and must be returned upon request.

You should use this Manual as a reference as you pursue your career with us. Each of the policies is dated and is current as of that date, but may be unilaterally amended by [Your Company Name] at any time, with or without notice, and we shall also reserve the right to deviate from the policies herein in our sole discretion. When there is a change in a policy we will update this Manual as soon as possible. Feel free to discuss with us any questions you may have about this Manual or about your employment with us.

To your success at [Your Company Name].

Sincerely,

[President Name]

President [or other title, e.g., CEO or Human Resources Manager]

(2) Company Operations

[Optional. Replace with company history and/or vision statement, or limit to just the names / titles /contact information of key management and human resources executives, and company address, phone, and hours. Delete any information that doesn't apply to your company.]

The success of [Your Company Name] (the “Company”) is based on providing great products and services to our customers, every day. Our motto is [Company Motto]. Our [product line / services] include(s):

The organization of the company can be seen in the below flow chart, with [President Name] as the President of the Company.

Key contact information for [Your Company Name] is as follows:

[Address(es)]

[Phone Number(s)]

[Fax Numbers(s)]

[Email Address(es)]

[Website(s)/Intranet]

[Hours of Operation]

[Security / Gate / Alarm codes]

(3) Equal Opportunity; Immigration Law

3.1. Equal Opportunity Statement

Company is an equal employment opportunity employer and does not discriminate against employees or job applicants on the basis of race, religion, color, sex, age, national origin, mental or physical disability, veteran or family status, genetic information, or any other status or condition protected by applicable federal, state, or local laws, except where a bona fide occupational qualification applies.

This policy extends to all aspects of the employment relationship, including, but not limited to, recruiting, interviewing, job assignments, training, compensation, benefits, discipline, use of facilities, participation in Company-sponsored activities, termination, and all other terms, conditions, and privileges of employment.

[**Note:** Most government contractors and recipients of federal funds are obliged to have equal employment and affirmative action plans stated in writing. Affirmative action by California employers is generally prohibited by Proposition 209, but state contractors are generally required to comply with nondiscrimination requirements. For employers of twenty or more employees, the Age Discrimination in Employment Act prohibits discrimination based on age. The Genetic Information Nondiscrimination Act makes it illegal for an employer to discriminate against employees or applicants because of genetic information and prohibits the use of genetic information in making employment decisions, restricts employers from requesting, requiring, or purchasing genetic information (including family medical history), and strictly limits the disclosure of genetic information. California law also prohibits the use of genetic information, as well as discrimination based on race, religious creed, color, national origin, ancestry, physical or mental disability (where reasonable accommodation is not practical; see Section 3.3., below), medical condition, marital status, sex, age, or sexual orientation. See the California-specific information in the New Hire Package, sold separately, for additional information about permissible discrimination and testing of candidates for employment, as well as for existing employees.]

3.2. Immigration Law Compliance

In accordance with the Immigration Reform and Control Act of 1986 (IRCA), Company only employs individuals who are legally authorized to work in the United States. Furthermore, Company does not continue to employ any individual whose legal right to work in the United States has been terminated.

U.S. Citizenship and Immigration Services Form I-9 is used to verify your identity and employment eligibility. You must complete the employee section of Form I-9 and provide the required documentation supporting your identity and employment eligibility before you may begin working.

[**Note:** Because of the substantial potential fines and even criminal action possible for knowingly employing workers who do not have the legal right to work in the United States, employers may wish to consider utilizing the federal E-Verify program operated jointly by the Department of Homeland Security and the Social Security Administration. For more information, see the program's [website](http://www.dhs.gov/e-verify/) at <http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnexto id=75bce2e261405110VgnVCM1000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD> (also accessible at <http://tinyurl.com/ysl4b>).]

3.3 Americans with Disabilities Act Compliance

Company adheres to the Americans with Disabilities Act (ADA), as amended, and the California Fair Employment and Housing Act and makes every effort to ensure that qualified individuals with a disability are not discriminated against in any terms, conditions, or privileges of employment. The ADA/FEHA require employers to provide a reasonable accommodation to qualified individuals with known disabilities in all aspects of employment, unless the accommodation would cause an undue hardship to the employer.

An exhaustive description of what does and does not constitute a disability is beyond the scope of this manual, but basically an individual with a disability is a person who:

- (1) Has a physical or mental impairment substantially limiting one or more major life activities; or
- (2) Has a record of such impairment; or
- (3) Is regarded as having such an impairment.

A qualified individual is a person with a disability who meets the skill, education, experience, training, and other job-related requirements of position, and who, with or without a reasonable accommodation, can perform the essential functions of the position. We are committed to providing a reasonable accommodation to the known physical or mental limitations of such individuals so they can perform the essential functions of a job, unless the accommodation would create an undue hardship to us.

If you need an accommodation under the ADA/FEHA, you should immediately notify Company.

[Note: The provisions of the ADA generally apply to employers of fifteen or more employees. FEHA's provisions apply to employers of five or more employees, including part-time employees, except its anti-discrimination provisions, which apply to all employers.]

(4) Policies and Rules

4.1. Employment – Classification

As an employee of Company, you are an “employee at will”. This means that either you or Company may choose to terminate the employment relationship at any time, with or without cause, and with or without advance notice. However, we request that whenever possible, as a courtesy, you provide two weeks’ advance notice of your intention to quit, so that we may plan accordingly.

Any information outlined in this Manual or in any other Company document, except a written employment contract executed by the parties thereto (in which case, how and when a termination or resignation may occur will be controlled by the terms of such employment contract), does not modify the employment at will policy and should not be interpreted to mean that termination will occur only for “just cause”. This Manual does not create an express or implied contract of employment for a definite and specific period of time between you and Company, or otherwise create express or implied legally enforceable contractual obligations on the part of Company concerning any terms, conditions, or privileges of employment. Except for an employment contract, any documents or statements, written or oral, prior, current, or future, that conflict with the employment at will policy are void.

Regular Full-Time is an employee who has no termination date and who is regularly scheduled to work (forty) 40 or more hours per week. Regular full-time employees may be either non-exempt (hourly) or exempt (salaried) employees.

Regular Part-Time is an employee whose position has no termination date and who is scheduled to work (ten) 10 or more hours, but less than (forty) 40 hours, per week.

Temporary Employee is an employee who is hired for a certain length of time and who is paid only for their hours worked. A temporary employee will not receive any benefits or holiday or vacation pay.

Provisional Employee is an employee who has not yet completed the ninety (90) day provisional period after first being hired, as detailed in Section 4.16 of this Employee Manual. At will employment remains at will upon the completion of the provisional period.

Exempt Employee is generally an employee who is an executive, professional, administrator, outside salesperson, or manager. Exempt employees are generally paid a salary, without overtime.

Nonexempt Employee is an employee who does not qualify for exempt status, and is generally paid on an hourly basis, including overtime.

Any concerns about your employee classification should be addressed to your supervisor.

4.2. Confidential Information

As the result of your employment at Company, you will acquire and have access to confidential information belonging to Company of special and unique value. This includes such matters as Company's trade secrets, personnel information, suppliers, procedures, cost of merchandise, sales data, price lists, financial information, records, business plans, business processes and know-how, prospect names, business opportunities, confidential reports, customer lists and contracts, as well as any other information specific to Company.

As a condition of employment, you must and hereby do agree that all such information is the exclusive property of the company, and you will not at any time disclose to anyone, except in the responsible exercise of your job, or to a government or law enforcement agency when you reasonably believe the information discloses a violation of a state or federal law or regulation, any such information whether or not it has been designated specifically as "confidential". Signing a separate confidentiality agreement further clarifying this policy at Company's request is also a condition of your continued employment with Company. In the event of any conflict between the confidentiality policies in this employee manual and in a separate written confidentiality, proprietary information, or employee loyalty agreement, the terms of any such agreement(s) shall control during its term.

If you are ever unsure of your obligations under this policy, it is your responsibility to consult with your supervisor for clarification.

[**Note:** The nature of information that is important and confidential in your company's line of work may result in the need to customize the description of what is confidential listed in the first paragraph of this Section.]

4.3. Personal Information and Employee Records

It is important that the personnel records of Company be accurate at all times. In order to avoid problems with your benefit eligibility, tax liability, or our ability to communicate with you regarding shift changes and the like, Company requires that you will promptly notify your supervisor or human resources representative of any change in your name, home address, telephone number, number of dependents, or any other information pertinent to your employment with Company. You must complete and submit a new IRS Form W-4 (<http://www.irs.gov/pub/irs-pdf/fw4.pdf>) to us any time any of the information on the form changes.

Your personnel records will be kept by Company in California. At any time during your employment or thereafter, you have the right upon request to inspect your personnel file relating to your performance or to any grievance as maintained by Company at your work place. At any time during your employment and for two (2) years thereafter, you have the right to a copy of your payroll records as maintained by Company. Within twenty-one (21) days of your request, we will provide you with a copy of such records; we will charge you the actual cost of the reproduction of the records.

4.4. Attendance and Punctuality

Company believes that a good record of attendance and punctuality is an essential component of good work performance. You are expected to be at your work station, dressed appropriately and ready to work, by your scheduled start time. If, for any reason, you are unable to report for work on time, or unable to remain at work until the end of your shift or normal work day, you must notify your supervisor directly before your regular starting time.

All time off must be requested in advance and should be submitted in writing as outlined in the appropriate categories, except for sick leave. (See Sick Leave and other categories for specific details outlined below.) Excessive absences may result in disciplinary action, up to and including termination.

All notifications of absences must be face-to-face, in writing in a letter or on a Company-provided form, or by telephone to your supervisor, as designated from time to time. No employee may “call in sick” by email or text message.

[Note: Recent California case law requires employers to pay employees to put on and take off protective equipment, such as aprons, gloves, boots, hard hats, and safety glasses, at the beginning and end of the shift, but not before or after meal breaks.]

4.5. Dress Code

As an employee of Company, you must maintain a clean, neat appearance when reasonably possible. Your attire should be consistent with the type of work you are performing and with safety considerations. Any required uniform and/or safety equipment will be provided to you at Company expense, but it is your responsibility to keep such uniform clean and laundered.

Management, sales personnel, and those employees who come in contact with the public, are expected to dress in professional business attire that reflects the image Company seeks to project. Good personal grooming and hygiene are also essential and should contribute to a professional appearance.

If you have further questions about your expected attire, please discuss these questions with your immediate supervisor.

4.6. Work Hours, Reporting and Overtime Pay

Nonexempt (Hourly) Employees:

The normal work day is eight (8) hours, and forty (40) hours represents a normal work week, commencing 12:01 AM Monday and ending on midnight on the following Sunday. While you are generally expected to work the number of hours stated above, Company does not guarantee that you will actually work that many hours in any given day or week.

When you are scheduled to work as a nonexempt employee, in some circumstances you will be paid reporting time at your regular hourly rate for a portion of the time you were scheduled to work, but were unable to do so, due to lack of available work. When you are scheduled to work, and there is no work available, you will be sent home and paid one-half of the number of hours you were scheduled to work, less any amount you actually worked and were paid for, with a minimum of two (2) and a maximum of four (4) hours of pay. If you are sent home for lack of work and later called back into work that same day, you will be paid for two (2) hours of work at your regular rate if there are two (2) or less hours of work available at that time.

Reporting time pay does not apply in the following instances: You were not scheduled to work; you were given advance notice not to come into work (It is your responsibility to keep your contact information up to date, so that we can reach you regarding schedule changes. It is also your responsibility to check your telephone and/or email messages on a regular basis, at least once in the evening and once in the morning before coming into work, in case there are schedule changes.); you were provided with at least half of the hours of work you were scheduled to work;

you were given a sufficient number of hours of work, regardless of whether the type of work provided was your usual work or not (e.g., cleaning of work stations, painting a wall, being paid to wait for work); the lack of work was due to threats to Company employees or property, or when authorities have recommended work not begin or continue, when there is a failure of public utilities (e.g., no electricity, water, or sewer); when the work interruption is caused by an Act of God (e.g., an earthquake); if you are not fit to work (e.g., intoxicated); if you have not reported to work on time and are sent home or fired as a resulting disciplinary action; or if an unexpected or unusual event has made opening for business impossible and we have made every reasonable effort to notify you not to come into work.

If you are sent home for lack of work, or notified in advance not to report to work, you may choose to use any available sick or vacation time in order to be paid for the day, or any portion thereof that you were not paid regular wages for work or reporting time pay.

For hourly employees, overtime work is only performed when approved in advance by your supervisor. Working overtime without prior approval may result in disciplinary action, up to and including termination. You are expected to work necessary overtime when requested to do so, and you will receive time and one-half regular pay for time worked exceeding forty (40) hours in any given work week or eight (8) hours in any given work day. You will be paid double-time for working over twelve (12) hours in any given work day, and for working in excess of eight (8) hours on the seventh work day of any work week.

When computing total hours worked in a work week for purposes of calculating overtime pay, only hours actually worked are counted. Time off from work, such as holidays, jury duty, and reporting time pay is not counted as hours worked even if you are paid for such time off.

Exempt (Salaried) Employees:

The normal work day is eight (8) hours, and forty (40) hours represents a normal work week, commencing 12:01 AM Monday and ending on midnight on the following Sunday. While you are generally expected to work the number of hours stated above, Company does not guarantee that you will actually be able to perform all of your work duties in this amount of time. You are expected to put in the amount of time over 40 hours per week necessary to complete your job duties and occasionally, substantial extra work may be required. If you are overburdened with work and unable to complete your assignments with a moderate amount of additional work each week, please speak to your supervisor; however, with more responsibility and increased pay, usually comes a greater work load and more time spent working.

Exempt employees are not paid overtime for hours worked above 40 hours per week; some amount of expected work over 40 hours per week is built into your compensation package as a salaried employee.

[**Note:** California and some localities including the City of San Francisco have overtime and minimum wage laws that vary from federal law, and provide more pay or different treatment of hourly employees when compared to federal minimums. When there is a conflict, the employer must apply the higher rate. Unless a greater local rate is in effect, California minimum wage is \$8.00 per hour, effective January 1, 2008.]

4.7. Time Clock and Time Cards

Where requested by your supervisor, hourly employees must punch in at the start of your work shift and punch out at the end of your shift. You are not allowed to punch the time clock of another employee. Should your time card be incorrectly punched, your supervisor will note the correct start and/or end time, and initial the correction. Your supervisor must approve all time cards that have any adjustments. Failure to clock in and out may result in loss of pay for unverifiable work, and – for repeated failure to use the time clock – in disciplinary action, up to and including termination.

Alternatively, your supervisor may require that you keep track of your days at work, and your vacation time and other time off, on a time sheet, or that you report these items to your supervisor or other Company representative, who will track them for you.

Vacations days, sick days, holidays, and absences such as jury duty, funeral leave, or military training, should be specifically noted on the time cards or time sheets for days on which they occur. Paid vacation and holidays should be counted and used as full workdays.

The work week commences 12:01 AM Monday and ends on midnight on the following Sunday. A new time card or time sheet should be used for each period and your card or sheet for the prior period submitted promptly to your supervisor.

Time cards and time sheets must be completed accurately. Your signature on the time card or time sheet is required to certify its accuracy as a record of the time actually worked. Falsifying a time card or sheet can lead to disciplinary action, up to and including termination. Furthermore, the falsification of a time card or sheet is a fraudulent act for which an employee may be prosecuted.

4.8. Meal Period and Breaks

Nonexempt employees are required to take a daily 30-minute unpaid meal break when working at least five (5) hours, and an additional 30-minute unpaid meal break when working at least ten (10) hours in one day. Meal breaks will generally be taken on a staggered schedule so that your absence from work does not create a problem with the day-to-day operations of Company.

Nonexempt employees are also allowed one paid ten-minute break for each four-hour period or major portion thereof worked, which shall, whenever possible, be taken in the middle of each work period, but which may also be required by Company to be taken on a staggered schedule.

Exempt employees may generally take a meal break and a reasonable amount of other breaks at their discretion.

Company additionally provides a reasonable amount of time for an employee to breast feed her child. Company will make reasonable efforts to provide a private location, if possible near the employee's work area, for the breast-feeding. Such a break will if possible run concurrently with the ordinary break time provided all employees; otherwise, to the extent it does not, such a break shall be unpaid.

[**Note:** Two ten-minute paid breaks during a regular eight hour work day is the minimum permitted by California law; you may provide longer breaks in your discretion.]

4.9. Safety and Accident Rules

Safety is a priority at Company. Company strives to provide a clean, hazard-free, and safe environment in accordance with the Occupational Safety and Health Act of 1970 and Cal/OSHA.

As an employee, you are expected to take part in maintaining this environment. You should observe all posted safety rules; adhere to all safety instructions provided by your supervisor, and use safety equipment when required. It is your responsibility to learn the location of all safety and emergency equipment, as well as the safety and/or emergency phone numbers.

Company has implemented an effective injury and illness prevention program in accordance with California law, and will train all new employees, and all employees given a new job assignment.

Any problems with Company-provided safety equipment should be reported to your immediate supervisor. If it is not safe to work for any reason, report the problem to your supervisor immediately.

All work related accidents are covered by Worker's Compensation Insurance pursuant to the laws of the state(s) in which we operate.

[Note: California law requires all employers to adopt a written injury and illness prevention program. Information and a sample policy can be found at <http://www.dir.ca.gov/dosh/etools/09-031/index.htm> .]

4.10. Smoking

Our goal is to provide a healthy and pleasant work environment for all employees. Company prohibits any form of tobacco use on Company premises.

[Note: California Labor Code prohibits employees from smoking, and employers from allowing smoking, in any enclosed work space; however, an exception exists for employers of five or fewer employees if certain exceptions are met.]

4.11. Use of Company Property

Company will provide you with the necessary equipment to do your job. None of this equipment should be used for personal use, nor should any equipment be removed from Company work premises unless approved by your supervisor. This includes Company vehicles, telephones, and two-way communication equipment.

Any items or packages taken out of the work place are subject to inspection at any time. Likewise, any personal desk, filing cabinet, locker, or storage space provided to you is also subject to inspection at any time.

Personal telephone calls, text messages, and Internet surfing are not to be made or sent using Company phones or on Company time, unless authorized by your supervisor. Any authorized personal calls should be kept to a minimum and made at a time that does not interfere with your or your co-workers' job performance. Please see the Use of Mobile Devices policy (Section 4.13).

Use of Company's stationery, office supplies, or postage for personal use is strictly prohibited.

Company premises, telephones, and email are not to be used for employees or others to engage in the practice of soliciting collections or donations; selling raffles, goods, or services; operating betting pools; or solicitations of any kind.

Use of radios, audio headsets, and televisions, Company-owned or otherwise, is at the discretion of Company supervisors only, and – if allowed – must be used in a manner that does not interfere with the safety of the work place or with the ability of others to perform their work.

Parking on Company property shall be subject to posted parking rules and is limited to one properly insured and licensed vehicle per employee. No storing of vehicles is permitted.

4.12. Use of Company Computers, E-mail, and Internet

Use of Company computers, printers, peripherals, and electronic equipment is for job-related or approved activities only. Inappropriate use of company computers, which may be defined from time to time at the discretion of Company, may subject you to discipline, up to and including termination.

Inappropriate use includes, but is not limited, to the following:

- A. Use of Company computers to send or receive messages, pictures, or computer files which are illegal, pornographic, sexist, racist, harassing, or discriminatory. If you receive such material, you should notify your supervisor immediately.
- B. Loading software that is not approved in advance by management.
- C. Making illegal copies of licensed software.
- D. Using software or techniques that would provide unauthorized access to Company's computers or would disrupt our equipment in any way.
- E. Using Company computers, printers, or email for personal and/or non-Company related use, for economic gain or otherwise, including shopping, blogging, and social media, unless authorized by your immediate supervisor.
- F. Sending or posting Company confidential information, whether anonymously or otherwise, by email, text, instant message, or posting to any Web site, blog, or social media site.

Employees may be disciplined or terminated for inappropriate use of the Internet, email, text messages, instant messaging, blog posts, Web sites, or social networking Web sites where such use does not involve Company computers, systems, or property. You should not assume any inappropriate email or text message sent or posted to a Web site, blog, or social networking Web site is private; such communications may eventually come to company's attention and, depending on the circumstances and content, result in discipline up to and including termination.

Any message or file created or sent using any Company computer or other electronic device is the property of Company. You should have no expectation of privacy or confidentiality in any message or file that is created, stored, or sent using the computers or other communication

equipment belonging to Company, and Company reserves the unilateral right to review, monitor, access, audit, intercept, copy, print, read, disclose, modify, retrieve, and delete any work you do on a Company computer, including email.

If provided, your Company email account is strictly for business communication only and is not for personal use. Except as authorized by your supervisor in the course of your work duties, you are not authorized to access the computer(s), email account(s), or files of any other Company employee.

If provided, Internet access is likewise strictly for business purposes only and is not for personal use. Company reserves the unilateral right to review, monitor, access, audit, intercept, and disclose an employee's use of the Internet at any time, with or without notice, and with or without an employee's permission. You should have no expectation of privacy or confidentiality with respect to any use of the Internet at work.

You must take reasonable precautions against receiving or spreading computer viruses, as well as against wasting computer resources, including computer time and email server and Internet access bandwidth. Even with these precautions, the Internet contains millions of pages, and Company cannot be responsible for sexually explicit, offensive, or otherwise unpleasant information or images which you may come across in accessing the Internet for business purposes.

[Note: California law prohibits employers from taking adverse actions against employees on account of their lawful conduct away from work, so discipline for actions away from work would properly be limited to such things as an employee disclosing company confidential information from a home computer.]