

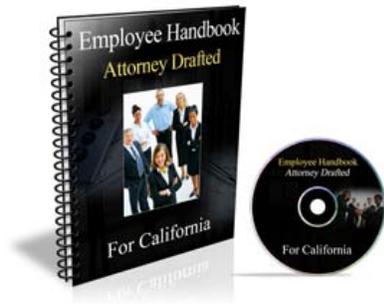
Following this page are the first 18 pages of our 36-page California employee handbook for both hourly and salaried employees. Our handbooks are fully customizable and easy to edit in a Word format. Also included are acknowledgement forms for the employee to sign.

*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. His contact info is included with our employee handbooks and other California documents.

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.

You can order our California employee handbook online 24 hours a day at [www.EmployersCenter.com](http://www.EmployersCenter.com)



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

# 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 canceled or 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 unlawfully discriminate against employees or job applicants on the basis of race, color, religion, religious dress practice, sex, gender identity, gender expression, sexual orientation, age, national origin, ancestry, mental or physical disability, medical condition, pregnancy/childbirth, marital status, military or veteran 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, sexual orientation, gender identity and expression, and religious dress practice. 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 at <http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=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 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 reasonable accommodation, can perform the essential functions of the position. We are committed to providing reasonable accommodation to the known physical or mental limitations of such individuals so they can perform the essential functions of a job, unless such 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 exempt or non-exempt from overtime pay.

**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 during and 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 use or disclose to anyone any such information, or comment to anyone outside Company about the information, whether or not it has been designated specifically as "confidential", except in the responsible exercise of your job duties, or to a government or law enforcement agency when you reasonably believe the information discloses a violation of a federal, state or local law or regulation. 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.

Violation of our confidential information policy may result in disciplinary action, up to and including termination, civil litigation, and criminal prosecution. 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 or your authorized representative have the right to inspect your personnel file relating to your performance or to any grievance as maintained by Company at your work place, or to receive a copy, within thirty (30) days of the request. At any time during your employment and for three (3) years thereafter, you have the right to a copy of your payroll records as maintained by Company, and within twenty-one (21) days of your request, we will provide you with a copy of such records. For copy requests, we may charge you the actual cost of the reproduction of the records and any postage if mail delivery is requested.

### **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 and equipped appropriately and ready to work, by your scheduled start time. If you must put on protective equipment for your job, you may do this after your workday starts and before it ends at the beginning and end of your workday. 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, text message, or social media, and, absent an emergency, it is not acceptable to call in sick less than an hour before you are due to report to work.

[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. Examples of inappropriate dress include bare feet, flip-flops, tanks tops, midriffs, bathing suits, cut-off and ripped jeans, and clothing with obscene or distasteful slogans or gestures. 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 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. If you are not scheduled to work, but must report for a meeting, you will be paid for a minimum of two (2) hours at your regular rate.

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, and 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, flood, hurricane, or severe thunderstorm); 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 nonexempt 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 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, an increased workload is often part of having more responsibility at work and receiving increased pay.

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.

### **4.7. Time Clock and Time Cards**

When requested by your supervisor, you 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, or update it in the time-keeping software. Your supervisor must approve all time entries that have any corrections or 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, time sheet, or printout is required to certify its accuracy as a record of the time actually worked.

Falsifying a time report 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 thirty-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) hour 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.

If you are unable to take your meal and rest breaks in a timely fashion, please notify your supervisor or human resources representative immediately.

[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. Whenever possible, meal breaks should be scheduled near the middle of the shift, and breaks should be spaced evenly between the beginning and end of the day and meal breaks. Meal breaks should always commence before the beginning of the fifth hour of an eight-hour work shift. Recent California case law provides that employers don't have to force their employees to take meal or rest breaks; rather, that the employer communicates to employees that they have been relieved of all duties and have the opportunity to do so, and does not discourage or impeded them from doing so, is sufficient. Employers covered by the Fair Labor Standards Act (FSLA) are also required to provide a private place away from other employees, that is not bathroom, for the expression of breast milk or the breastfeeding of a child up to the age on one, unless the

employer employs less than 50 employees and providing such a private place would be an undue hardship. Employers with gross revenue of less than \$500,000 are not covered by the FSLA.]

#### **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 with 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: The California Labor Code prohibits employees from smoking, and employers from allowing smoking, in any enclosed work space; however, certain exceptions exist, including one for employers of five or fewer employees if certain conditions are met. For workplaces that are open to the public, "No Smoking" or "Smoking Is Prohibited Except In Designated Areas" signs, as applicable, should be posted at each building entrance.]

#### **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 computers.

Any items or packages brought into or 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. Do not take pictures of Company premises, property, or personnel, or make copies of Company documents or files.

Personal telephone calls, text messages, and Internet surfing should be kept to a minimum when using Company phones or computers, or during work hours, unless authorized by your supervisor. Any such personal use 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). Company reserves the unilateral right to review, monitor, access, audit, intercept, and disclose an employee's use of telephone (including VOIP and videoconference) and radio communications 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 telephone, voicemail, or two-way radios at work.

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 during off hours or vacations or leave is permitted.

[Note: Although the wording above concerning accessing and monitoring employee property at work is broad, this is a developing area of the law under both federal and state law, and employers should proceed with caution and purpose when accessing and monitoring.]

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

Use of Company computers, printers, peripherals, and electronic equipment is primarily 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, discriminatory, defamatory, or physically threatening or intimidating. If you receive such material, you should notify your supervisor immediately.
- B. Creating or forwarding spam, junk, or chain emails.
- C. Loading software that is not approved in advance by management.
- D. Making illegal copies of licensed software.
- E. Using software or techniques that would provide unauthorized access to Company's computers or would disrupt our equipment in any way.
- F. Using Company computers, printers, or email excessively for personal and/or non-Company related use, for economic gain or otherwise, including personal email, shopping, blogging, and social media, unless authorized by your immediate supervisor.
- G. Sending or posting Company or vendor or customer confidential information, whether anonymously or otherwise, by email, text, instant message, videoconference, or posting to any Web site, blog, or social media site.
- H. Unauthorized use of Company trademarks, names, logos, letterhead, and copyrighted material.

Employees may be disciplined or terminated for inappropriate use of technology, including the Internet, email, text messages, instant messaging, blog posts, Web sites, or social networking Web sites, even when 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

You can order our California employee handbook online 24 hours a day at [www.EmployersCenter.com](http://www.EmployersCenter.com)