



Empowering  
Possibilities  
Unlimited, Inc.

## **EMPLOYEE HANDBOOK**

This Handbook issued to:

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## WELCOME TO EMPOWERING POSSIBILITIES UNLIMITED, INC

Dear Employee:

On behalf of Empowering Possibilities Unlimited, Inc., I am delighted to extend a warm welcome to you as a new member of our team. It is with great pleasure that we welcome you aboard and introduce you to our dynamic and diverse organization.

We firmly believe that each member of our team plays a crucial role in the success and growth of our company. Your talents, skills, and unique perspectives are valued assets that will contribute to our collective achievements.

As you embark on this exciting journey with us, I encourage you to take the time to review the organizational policies and procedures outlined in this employee handbook. Our policies serve as the foundation of our company culture, guiding our actions and decisions to ensure a fair, respectful, and productive work environment for all.

By familiarizing yourself with these policies and procedures, you will not only gain a better understanding of our expectations but also help us maintain a workplace where everyone feels supported, empowered, and respected.

Please do not hesitate to reach out to your supervisor or the Human Resources department if you have any questions or require clarification on any aspect of our policies or procedures. We are here to support you every step of the way.

Once again, welcome to Empowering Possibilities Unlimited, Inc. We are thrilled to have you join our team and look forward to working together to achieve great things.

Regards,

A handwritten signature in blue ink that reads "Angela Love".

Angela Love  
Executive Director



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## **Chapter 1-INTRODUCTORY POLICIES**

### **Introduction & Future Revisions**

As an employee of Empowering Possibilities Unlimited, Inc., we hope you will find your employment to be both rewarding and challenging. Because the quality of our employees is the key to our success, we carefully select our new employees. In turn, we expect employees to contribute measurably to the success of the organization.

This Handbook is designed to familiarize you with our policies and benefits. *It is NOT a contract and should not be read to create contractual obligations.* Additionally, nothing in this employee handbook, or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

In the future, we may modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this employee handbook or in any other document, except for the policy of at-will employment. Any written changes to this employee handbook will be distributed to all employees so that you will be aware of the new policies or procedures. No oral statements or representations can in any way change or alter the provisions of this employee handbook.

### **Our Working Relationship**

Employment with Empowering Possibilities Unlimited, Inc. is at will. This means that employment may be terminated with or without cause and with or without advance notice at any time by you or us. Nothing in this employee handbook or in any document or statement shall limit the right to terminate employment at will. No manager or employee of the organization has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at will. Only the Executive Director of the organization has the authority to make any such agreement, and then only in writing.

### **What Empowering Possibilities Unlimited, Inc. Expects from You**

Empowering Possibilities Unlimited, Inc. needs your help in making each working day enjoyable and rewarding. Your first responsibility is to know your own duties and how to do them *promptly, safely, correctly, and pleasantly*. Secondly, you are expected to cooperate with management and your fellow employees and to maintain a good team attitude. How you interact with fellow employees and our clients, and how you accept direction can affect the success of your department. In turn, the performance of one department can impact the entire service offered by Empowering Possibilities Unlimited, Inc. Consequently, whatever

your position, you have an important assignment: perform every task to the very best of your ability.

We are dedicated to making Empowering Possibilities Unlimited, Inc. an organization where you can approach your manager or any member of management to discuss any problem or question. We expect you to voice your opinions and contribute your suggestions to improve the quality of Empowering Possibilities Unlimited, Inc.

Remember, you help create the pleasant and safe working conditions that Empowering Possibilities Unlimited, Inc. intends for you.

## **Employee Relations Policy**

Empowering Possibilities Unlimited, Inc.'s established employee relations policy is to:

1. Provide an exciting, challenging, and rewarding workplace and experience.
2. Select people based on skill, training, ability, attitude, and character without discrimination with regard to age, gender, genetic information, genetic characteristics, gender identity, gender expression, color, race, national origin, religious creed, marital status, military status, sexual orientation, political belief, disability, or any other protected basis.
3. Develop competent people who understand and meet our objectives, and who accept the ideas, suggestions, and constructive feedback from fellow employees.
4. Assure employees an opportunity to discuss any problems with the management team of Empowering Possibilities Unlimited, Inc.
5. Make prompt and fair adjustments to any complaints that may arise in the everyday conduct of our business, to the extent that it is practical.
6. Respect individual rights and treat all employees with courtesy and consideration.
7. Promote employees on the basis of their ability and merit.
8. Keep all employees informed of the progress of Empowering Possibilities Unlimited, Inc., as well as the organization's overall aims and objectives.

Do all these things in a spirit of friendliness and cooperation so that Empowering Possibilities Unlimited, Inc. will continue to be known as "a great place to work."

## **Open Communication Policy**

Empowering Possibilities Unlimited, Inc. encourages you to discuss any issue you may have with a co-worker directly with that person. If a resolution is not reached, please arrange a meeting with your manager to discuss any concern, problem, or issue that arises during the course of your employment. Any information discussed in an open communication meeting is considered confidential. We will not retaliate against you for the appropriate use of open communication channels. It is counterproductive to a harmonious workplace for you to create or repeat corporate rumors or office gossip. It is more constructive to consult your manager immediately with any questions.

## **Equal Employment Opportunity**

Empowering Possibilities Unlimited, Inc. strives to comply with all applicable laws prohibiting discrimination, and we consider ourselves to be an equal-opportunity employer. We make employment decisions on the basis of merit and business needs. We want to have the best available person for every job. Organization policy prohibits unlawful discrimination based on race, color, religious creed, gender, genetic information, genetic characteristics, gender identity, gender expression, religion, marital status, military status, age, national origin or ancestry, physical or mental disability, medical condition, sexual orientation, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful. In recruiting and selecting employees, the organization furthers the principles of equal employment by seeking talented and competent persons who are suited for a specific position by reason of training, experience, character, personality, intelligence, and general ability. The organization does not consider an individual's race, color, sex, age, religion, national origin, sexual preference, handicap, disability status, veteran status, military status, gender, genetic information, genetic characteristics, gender identity, gender expression, or any other protected status in recruiting and selecting employees.

Promotions are based on an employee's past performance and qualifications to assume additional responsibilities, determined without regard to or consideration of the individual's status. The organization takes all personnel actions without regard to an individual's protected status. When necessary under the California Fair Employment and Housing Act and the Americans with Disabilities Act, the organization will reasonably accommodate an employee or applicant with a disability if the employee or applicant is otherwise qualified to safely perform all of the essential functions of the position.

We are committed to complying with all applicable laws and providing equal employment opportunities. This commitment applies to all persons involved in the operations of the organization and prohibits unlawful discrimination by any employee of the organization.

We will make reasonable accommodations when requested to comply with applicable laws, ensuring equal employment opportunities for qualified individuals with disabilities. These accommodations will be made for the known physical or mental disability of an applicant or an employee unless undue hardship would result in a direct threat to health and safety or other job-related considerations.

Empowering Possibilities Unlimited, Inc. will engage in a timely, good-faith, interactive process to determine a reasonable accommodation, if any, in response to a request for reasonable accommodation by an employee or applicant with a known physical or mental disability or known medical condition.

## **The Americans with Disabilities Act and Fair Employment and Housing Act**

The Americans with Disabilities Act (ADA) is a comprehensive federal civil rights law specifically for individuals with physical and mental disabilities. It gives civil rights protection to individuals with these disabilities, like those provided by other civil rights laws to individuals on the basis of race, color, sex, national origin, religion, gender, genetic information, genetic characteristics, gender identity, gender expression, military status, and age.

California has enacted the Fair Employment and Housing Act (FEHA), which also provides protection for individuals with disabilities.

The ADA and FEHA broadly define a person with a disability as an individual who:

1. Has a physical or mental impairment that limits one (1) or more of his or her major life activities (e.g., walking, speaking, seeing, hearing, etc.);
2. A record of such impairment;
3. Is regarded as having such an impairment.

The ADA and FEHA assure that employers like the organization will offer equal employment opportunities for qualified individuals who may have a physical or mental disability but can still perform the essential functions of the job. The organization will provide reasonable accommodations to those employees protected by the ADA and FEHA. Employees who qualify as disabled should discuss the need for a possible accommodation with their manager if this is necessary to maintain acceptable performance.

The organization does not discriminate against individuals with physical or mental disabilities with regard to any employment practice, term, condition, or privilege of employment. If you have any questions, you should contact your manager.

### **Unlawful Harassment**

We intend to provide a work environment that is pleasant, professional, and free from intimidation, hostility, or other offenses that might interfere with work performance. Harassment of any sort - verbal, physical, or visual - will not be tolerated. This includes both sexual harassment and harassment based on an employee's status in a protected class.

These classes include but are not necessarily limited to, race, color, religion, age, gender, genetic information, genetic characteristics, gender identity, gender expression, sexual orientation, national origin or ancestry, disability, medical condition, marital status, veteran status, military status, or any other protected status defined by law. This policy also prohibits unlawful harassment based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. This policy extends to unlawful harassment of or by vendors, independent contractors, clients, or others with whom employees may come into contact during their work for Empowering Possibilities Unlimited, Inc.

Our workplace is not limited to our organization's facilities but may also include client and partner or vendor facilities, as well as anywhere a business-related function, or social function sponsored by the organization is taking place.

### **What Is Workplace Harassment?**

Workplace harassment can take many forms. It may be, but is not limited to, words, signs, offensive jokes, cartoons, pictures, posters, e-mail jokes, social media communication, messages or statements, pranks, intimidation, physical assaults or contact, or violence. It may also take the form of other vocal activity, including derogatory statements not directed at the targeted individual but taking place within their hearing. Other prohibited conduct includes written material such as notes, photographs, cartoons, articles of a harassing or offensive nature, and taking retaliatory action against an employee for discussing or making a harassment complaint. In addition, this policy covers all individuals in the workplace, such as fellow employees, managers, outside clients, vendors, independent contractors, or other non-employees who conduct business with our organization.

### **What Is Sexual Harassment?**

Sexual harassment may include unwelcome sexual advances, requests for sexual favors, or other verbal or physical contact of a sexual nature. When this conduct creates an offensive, hostile, and intimidating working environment, it may prevent an individual from effectively performing the duties of their position. It also encompasses such conduct when it is made a term or condition of employment or compensation, either impliedly or explicitly, and when an employment decision is based on an individual's acceptance or rejection of such conduct. It is important to note that harassment crosses age and gender boundaries and cannot be stereotyped. Among other perceived unconventional situations, sexual harassment may involve two women or two men. Harassment may exist on a continuum of behavior. For instance, an example of harassment may be an employee showing offensive pictures to another employee. A picture will be presumed to be sexually suggestive if it depicts a person of either sex who is not fully clothed or in clothes that are not suited to, or customarily accepted for, the accomplishment of routine work in and around the workplace.

Generally, two categories of harassment exist. The first, "quid pro quo," may be defined as an exchange of sexual favors for improvement or continuance in your working conditions and/or compensation. The second category, "hostile, intimidating, or offensive working environment," can be described as a situation in which unwelcome sexual advances, requests for sexual favors, or verbal or other conduct creates an intimidating or offensive environment. Examples of a hostile, intimidating, and offensive working environment include, but are not limited to, pictures, cartoons, symbols, or apparatus found to be offensive and which exist in the workspace of an employee. This behavior does not necessarily link improved working conditions to sexual favors. An employee may have a claim of harassment even if he or she has not lost a job or other economic benefit. The law prohibits any form of protected harassment that impairs an employee's working ability or emotional well-being at work.

We prohibit any employee from retaliating in any way against anyone who has raised any concern about sexual harassment or discrimination against another individual. We will investigate any complaint of sexual harassment and take immediate and appropriate disciplinary action if sexual harassment has been found in the workplace.

### **Responsibility**

All Empowering Possibilities Unlimited, Inc. employees, and particularly managers, have a responsibility to keep our work environment free of harassment. Any employee who becomes aware of an incident of harassment, whether by witnessing the incident or being told of it, must report it to their immediate manager or the designated management representative with whom they feel comfortable. When management becomes aware of the existence of harassment, it is obligated by law to take prompt and appropriate action, whether or not the victim wants the organization to do so.

### **Reporting**

All reported incidents of prohibited harassment will be investigated in an effective, thorough, and objective manner that provides all parties with appropriate due process and reaches a reasonable conclusion based on the evidence collected. The investigation will be completed, and a determination regarding the reported harassment will be made and communicated to both the complainant and the accused harasser(s). If you believe you have been harassed by any organization's employee, client, or other business contact, confront the harasser and ask him/her to stop. While we encourage you to communicate directly with the alleged harasser and make it clear that the harasser's behavior is unacceptable, offensive, or inappropriate, it is not required that you do so. It is essential, however, to notify the Human Resources and Operations Manager immediately, even if you are not sure the offending behavior is considered harassment. Any incidents of harassment must be immediately reported to the Human Resources and Operations Manager. If the

Human Resources and Operations Manager is not available, please contact the Executive Director. At any time, if you feel that you are in immediate danger and do not have time to contact either the Human Resources and Operations Manager or the Executive Director, seek assistance from any management representative. Appropriate investigations and disciplinary action will be taken. All reports will be promptly investigated with due regard for the privacy of everyone involved. However, confidentiality cannot be guaranteed. Any employee found to have harassed another employee will be subject to severe disciplinary action, up to and including termination. Empowering Possibilities Unlimited, Inc. will also take any additional action necessary to appropriately remedy the situation. Retaliation of any sort will not be permitted. No adverse employment action will be taken against any employee making a good-faith report of alleged harassment.

In addition, the organization will take appropriate action to remedy any loss to the complaining employee resulting from the harassment. The individual who makes unwelcome advances threatens or harasses another employee in any way may be personally liable for such actions and their consequences.

All employees must report any incidents immediately so that complaints can be quickly and fairly resolved. The California Department of Fair Employment and Housing (“DFEH”) investigates and may prosecute complaints of harassment. Whenever an employee thinks he or she has been harassed or that he or she has been retaliated against for resisting or complaining, that employee may file a complaint with the DFEH. The nearest DFEH office is listed in the telephone book. The organization also has a brochure on sexual harassment that is available to all employees for additional informatio



## **Chapter 2-EMPLOYMENT POLICIES AND PRACTICES**

### **Classification of Employees**

At the time you are hired, you will be classified as either “exempt” or “non-exempt.” This is necessary because, by law, employees in certain types of jobs are entitled to overtime pay for hours worked more than eight (8) hours per day or forty (40) hours per workweek. These employees are referred to as “non-exempt” in this employee handbook.

Exempt employees are those employees whose duties and responsibilities allow them to be “exempt” from provisions as provided by the Federal Fair Labor Standards Act (FLSA) and any applicable state laws. If you are an exempt employee, you will be advised that you are in this classification at the time you are hired, transferred, or promoted. Participation in our benefit programs may be affected by your employment status or classification. All employees of Empowering Possibilities Unlimited, Inc., whether exempt or non-exempt, full-time, part-time, seasonal, or temporary, are employed at will.

1. The EXEMPT status applies to certain administrative, professional, and executive staff. Exempt employees qualify for exemption from overtime regulations under state and federal law, and their salaries already take into account that they may work long hours.
2. The NON-EXEMPT status applies to all other regular employees. Non-exempt employees are covered by regulations in the State of California wage orders and receive extra pay for overtime work.

Employees working in non-exempt positions are compensated for the actual amount of time spent on their job and are entitled to receive time and one-half (1 ½) their regular rate of pay for each hour worked more than forty (40) hours in a work week. Non-exempt California employees are eligible for overtime compensation after eight (8) hours worked in one (1) day or forty (40) hours worked in one (1) week, at one and one-half (1 ½) times their regular pay.

3. FULL-TIME employees work regularly for at least 37.5 hours per week. Full-time employees may or may not be EXEMPT. They are eligible for all benefits available through work at Empowering Possibilities Unlimited, Inc., so long as they meet the applicable requirements, such as length of service.
4. PART-TIME employees (PT without benefits) work regularly for fewer than 37.5 hours per week. Part-time employees are not eligible for benefits covered in this employee handbook, other than those required by law or as stipulated in writing

signed by the Executive Director of the organization.

5. TEMPORARY EMPLOYEES are hired with the understanding that their employment will not continue beyond a stated date or beyond the completion of a specified project or project. Temporary employees will generally not be employed for more than 6 months. Temporary employees are not eligible for benefits covered in this employee handbook, other than those required by law or as stipulated in writing signed by the Executive Director of the organization.
6. INDEPENDENT CONTRACTORS AND CONSULTANTS are non-employees who are paid on a fee-for-service basis to perform certain specified services. Contractors and consultants are not eligible for any benefits listed in this employee handbook.
7. SEASONAL employees are hired with the understanding that their employment will not continue beyond a stated date or a specified period. Seasonal employees are not eligible for benefits covered in this employee handbook, other than those required by law or as stipulated in writing signed by the Executive Director of the organization.

## **Job Posting**

You will be notified of open positions through job postings. The job posting will include the position title, department and a brief description of qualifications. You should discuss your interest in a job opening first with your manager. In no event will a promotion or transfer be considered without the manager's knowledge. You are also encouraged to refer qualified candidates for open positions.

## **Promotions and Transfers**

The organization encourages you to apply for open positions for which you may be qualified. Promotions or transfers will be based on the ability, qualifications, and potential of the candidates who apply for any given position.

Your qualifications, past performance, potential and capacity to assume the duties of the new position will be evaluated in making a final selection. Existing employees who apply for an open position will be considered along with external applicants when the position is posted both internally and externally. When, in the judgment of the organization, two or more candidates are equally qualified, length of service with the organization will be the determining factor.

## **Rehired/Converted Employees**

If you were eligible for rehire at the time of your separation from Empowering Possibilities Unlimited, Inc., you will be considered for rehire at any time there is a position available for which you are qualified. Former employees will be considered along with all other applicants, and have no greater chance of being selected for employment than all other applicants.

If you are rehired by Empowering Possibilities Unlimited, Inc. or convert from part-time to full-time status, your length of service with Empowering Possibilities Unlimited, Inc. for all purposes will be calculated beginning with the rehiring date or the date of conversion to full-time status.

Employees who are terminated due to misconduct or a violation of organization policy will be considered ineligible for rehire.

## **Job Duties**

Your manager will explain your job responsibilities and the performance standards expected of you. Please be aware that your job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects or assist with other work necessary or important to the operation of your department or the organization.

Your cooperation and assistance in performing such additional work is expected.

We may, at any time, with or without notice, alter or change your job responsibilities, reassign or transfer your position, or assign you additional job responsibilities depending on our changing business needs.

### **Work Schedules**

Empowering Possibilities Unlimited, Inc.'s workday is midnight to midnight, and its workweek is Sunday through Saturday. The standard work hours for all regular full-time employees who are non-exempt are 37.5 hours per week, 7.5 hours per day for program employees, and 40 hours per week, eight hours per day for office employees, not including the meal period. Exempt employees are also expected to work during the organization's regular business hours and may need to work such additional time as may be required by the job. You will work with your manager to determine your start/stop times.

Educational Programs operate on a 10-month schedule in accordance with the various school districts' schedules. These programs generally run from August to June. Please see your manager or the Human Resources and Operations Manager for more information. Office and administrative staff work on a 12-month schedule.

From time to time, work schedules may fluctuate with client demand. If a change in your work schedule is required, your manager will notify you at the earliest opportunity. You may be required to work overtime or other hours than those normally scheduled, although we expect this to be kept to an absolute minimum.

Exempt employees are required to work as many hours as are necessary to complete the responsibilities of the positions they have assumed.

### **Personnel Records**

A personnel file will be maintained in the office of the Human Resources and Operations Manager for each employee of the organization. General personnel records may be kept in your file such as job applications, performance evaluations, training records, emergency contact information, and payroll changes. You may review your personnel file during regular business hours upon making a request to the Human Resources & Operations Manager. No one other than you, your manager, the Human Resources & Operations Manager, Human Resources, or the Executive Director may seek information from your file without your written permission. Under no circumstances should your file be removed from the office.

The organization will keep your personnel records private. However, there are certain times when information may be given to a person outside the organization. These are:

1. In response to a subpoena, court order, or order of an administrative agency;
2. To a governmental agency as part of an investigation by that agency of the organization's compliance with applicable law;
3. In a lawsuit, administrative proceeding, grievance, or arbitration in which you and the organization are parties;
4. In a workers' compensation proceeding;
5. To administer employee health benefit plans,
6. To a health care provider, when necessary;
7. To first aid or safety personnel, when necessary; and
8. To a prospective employer or other person requesting a verification of your employment.

Keeping your personnel file up-to-date can be important to you with regard to pay, deductions, benefits, and other matters. Coverage or benefits that you and your family may receive under Empowering Possibilities Unlimited, Inc.'s benefits package could be negatively affected if the information in your personnel file is incorrect. Please promptly notify the Human Resources & Operations Manager of any changes in your personal data.

### **Inspection of Payroll Records**

Employees and former employees have the right to inspect and obtain copies of their own payroll records. All requests must be submitted in writing to the Human Resources & Operations Manager who will make certain that they are properly processed. Requests will be honored within 21 days from the date they are received.

Individuals who make a request may be asked to provide identification so that they are not provided access to information on other employees. Individuals who request a copy of their records may be required to pay for the cost of making the copies.

### **Layoffs and Work Reductions**

Once it is determined what the scope of the reduction will be (i.e., organization-wide, department, job classification, position), employees will be selected for layoff based on a combination of factors, including, but not necessarily limited to past performance and productivity, qualifications, attendance, attitude, ability and willingness to work the required days and hours, and the ability to work cooperatively with others in the affected work unit. The weight given to the above factors may vary depending upon the particular needs of the affected work unit and the organization as a whole at the time of the layoff.

Seniority shall be considered only when, in our opinion, all other factors are equal between two or more employees in the affected work unit. Seniority will be computed on the basis of an employee's total continuous service with the organization. For this purpose, continuous

service before and after any break in service of less than 30 days or an approved leave of absence, will be counted.

### **Employment Termination**

Empowering Possibilities Unlimited, Inc. strives to ensure a smooth transition for employees leaving the organization.

Empowering Possibilities Unlimited, Inc. and its employees have an employment relationship that is known as “employment at will.” This means that employees are not required to work for the organization for any set period of time nor is the organization required to employ individuals for any specific length of time. **The statements made in this policy do not alter, modify, or limit the employment-at-will relationship.** An “at-will” employee is subject to termination of employment at any time the organization concludes it appropriate to do so.

Involuntary separation from service means that the termination action is being initiated by Empowering Possibilities Unlimited, Inc., rather than by the employee. In general, employees who are discharged by Empowering Possibilities Unlimited, Inc. are not eligible for rehire. However, employees who are terminated due to layoff or restructuring may be eligible for rehire or recall at the organization’s discretion.

The organization will consider you to have voluntarily terminated your employment if you do any of the following:

1. Resign from Empowering Possibilities Unlimited, Inc.;
2. Fail to return from an approved leave of absence on the date specified by Empowering Possibilities Unlimited, Inc., or;
3. Fail to report to work or call in for 3 consecutive work days in accordance with our policies.

In the event that you resign voluntarily, you will be asked to provide us with the professional courtesy of two weeks' notice of resignation to allow for a smooth transition and training of any replacement personnel. The notice you give will be noted on the employment record and will be considered in any discussion regarding rehire or reference information. Once notice has been given, accrued and unused vacation days may not be taken.

All organization property, such as; time cards, organization automobiles, office equipment, credit cards, keys, manuals, computer equipment, portable phones, supplies, curriculum, identification badges, and uniforms must be returned on or prior to the last day of employment. You should return these items to your manager.

Final wages for time worked, plus any pay for unused but accrued vacation will normally be

paid on your last day of employment.

### **Exit Interviews**

Should you resign voluntarily, Human Resources, the Human Resources and Operations Manager, or your manager may conduct an exit interview whenever feasible. This interview allows you to communicate your views on your work with Empowering Possibilities Unlimited, Inc. and the job requirements, operations and training needs, and future reference information to potential employers.

### **Employment Verification and References**

Empowering Possibilities Unlimited, Inc.'s policy as to references for employees who have left the organization is to disclose only the dates of employment and the title of the last position held. Empowering Possibilities Unlimited, Inc. will provide a prospective employer with your last earned wage or salary only at your written request. You may provide a signed form authorizing the organization to release specific reference information to potential employers.

It is our policy that only the Human Resources & Operations Manager, Executive Director or Human Resources is authorized to respond to requests for employee references and verification of employment from financial institutions, etc. No other manager or employee is authorized to provide references for current or former employees.

As an employee of Empowering Possibilities Unlimited, Inc., do not under any circumstances respond to any requests for information regarding another employee unless it is part of your assigned job responsibilities. If it is not, please forward the information request to the Human Resources & Operations Manager or Human Resources.

## **Chapter 3-TIMEKEEPING AND ATTENDANCE**

### **Punctuality and Attendance**

You are expected to have regular attendance during all scheduled work hours, report to work on a timely basis, and work through the end of your regularly scheduled workday. Any unexcused tardiness or absence causes problems for your fellow employees, clients, and your manager. Lateness is disruptive, costly, and not fair to the organization or other employees. Chronic lateness will not be tolerated and will result in discipline, up to and including termination. Regular attendance and punctuality are considered an “essential function” of your job.

If you are unable to report for work on any particular day, you must personally call and email your manager prior to the start of your shift on the day that you are scheduled to work. You are also expected to advise Human Resources of your absence or tardiness and leave a telephone number where you can be reached. Do not have a relative or friend call in to report your absence unless you are unable to call yourself due to a medical or other emergency. If you call after the start of your shift you will be considered tardy for that day. In all cases of absence or tardiness, you are expected to provide your manager and Human Resources with an honest reason or explanation. You also must inform your manager and Human Resources of the expected duration of any absence. Absent extenuating circumstances, you must call in each and every day you are scheduled to work and will not report to work.

### **Abbreviated/Distributed Attendance Policy for Staff Signature:**

**Reporting Absences:** Employees are required to promptly notify both their program manager and the Human Resources department (HR@epuinc.org) on each day of their absence. This notification should occur at least two (2) hours before the start of their scheduled shift or within a reasonable timeframe, except in cases of emergency where immediate notification may not be feasible.

**Advanced Notice for Absences:** Employees must understand that calling out sick in advance for multiple consecutive days (e.g., 2 or 3 days) without a valid reason may result in disciplinary action. Exceptions will be made only if supported by a valid doctor's note or other acceptable documentation.

**Doctor's Note Requirement:** For absences due to illness lasting three or more consecutive days, employees must provide a doctor's note or other appropriate medical documentation upon their return to work. Failure to provide such documentation may result in the absence being considered unexcused.

**Compliance:** Employees are expected to comply with this attendance policy at all times.



Failure to adhere to these guidelines may result in disciplinary measures, up to and including termination of employment.

**Chronic Absenteeism:** Repeated absenteeism or tardiness (whether excused or not) will not be tolerated. Continuing patterns of absences, early departures, or tardiness—regardless of the exact number of days—may warrant disciplinary action, up to and including termination of employment. Emergency or extraordinary circumstances concerning an absence or tardiness will be considered and we reserve the right to make an exception to this policy if, at our discretion, an exception is warranted. Repeated car failures, missing the bus, consistently failing to arrange backup childcare, or oversleeping do not constitute emergency or extraordinary circumstances. We reserve the right to determine what is considered excessive absenteeism.

If you fail to report for work for three (3) consecutive days without any notification to your manager, we will consider that you have abandoned your employment, and have resigned your position. You may be required to provide documentation verifying your absence.

### **Timekeeping Requirements for Non-Exempt Staff**

Federal and state law requires Empowering Possibilities Unlimited, Inc. to keep an accurate record of time worked. Empowering Possibilities Unlimited, Inc. uses time sheets and electronic timekeeping to record this time worked. Employee time sheets and time records are official Empowering Possibilities Unlimited, Inc. records and must be accurately maintained. You must input your own time at the start and at the end of each workday, and at the start and end of each lunch hour. Completing another employee's time sheet or intentionally falsifying a time sheet is a serious violation of this policy and may result in immediate termination of employment. If a timesheet needs to be corrected, both you and your manager must initial the change on the time sheet to verify its accuracy.

### **Meal and Rest Periods for Non-Exempt Staff**

California law requires that each non-exempt employee be given at least a 30-minute, unpaid lunch break each day and that this break begins within the first five hours of your workday. Accordingly, taking a duty-free, unpaid lunch period of at least 30 minutes is *mandatory*. If you work more than 10 hours, you are entitled to a second, unpaid meal period of at least 30 minutes. Depending on the circumstances, you may be able to waive your second meal period if you took the first one.

If your schedule or shift requires you to work 6 or more hours, you will be provided with an unpaid lunch break of not less than 30 minutes. Your lunch break is to be taken approximately in the middle of the workday. You are allowed one ten-minute rest period for every four hours of work or major portion thereof. While there is no set schedule for breaks, you are able to take restroom breaks and get refreshments as desired.

If, at any time, you are unable to take a lunch break and/or rest period because of workload, please immediately inform your manager so that appropriate arrangements can be made.

You are expected to observe your assigned working hours and the time allowed for meal and rest periods. You may request a Waiver of Meal Period form from Human Resources if you work a shift more than 5 hours but less than 5 hours and 59 minutes and you wish to waive the 30 minute meal period. The waiver request form must be approved by Human Resources and placed in your employment file in order for you to waive your 30-minute meal periods.

### **Overtime and Make-up Time Provisions for Non-Exempt Staff**

As necessary, you may be asked to work overtime. For purposes of determining which hours constitute overtime, only actual hours worked in a given workday or workweek will be counted. We will attempt to distribute overtime evenly and accommodate individual schedules. A manager must previously authorize all overtime work. If overtime is worked without prior authorization this may be grounds for discipline for not following organization policy and procedure. We provide compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

1. All hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek, or for the first eight (8) hours on the seventh consecutive day of work in one workweek, will be treated as overtime.
2. One and one-half (1 ½) times your regular rate of pay for hours worked in excess of forty (40) for the workweek, or in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day of work in one (1) workweek.
3. Two times your regular rate of pay for hours worked in excess of twelve (12) in one (1) workday and/or in excess of eight (8) on the seventh consecutive workday in the same workweek.

Exempt employees may have to work hours beyond their normal schedules, as work demands require. It does not include an unpaid meal period, make-up time, or hours away from work due to vacation, sickness, holiday, jury duty, or other absences from work. No overtime compensation will be paid to exempt employees.

### **Make-up Time for Non-Exempt Staff**

On occasion, a non-exempt employee may ask his or her manager for additional time off to attend to personal matters. If the manager grants the request, this time off will be without

pay. If you wish to make up this missed time, you may submit a “Make-Up Time Request Form” to your manager *before* the make-up time is worked. It is within the manager’s discretion to grant the request. Make-up time may be worked in advance of the missed time but must be worked in the same workweek as the missed time in order not to incur overtime. You may not work over eleven (11) hours in one (1) day or over forty (40) hours total in the week including make-up time.

### **Exempt Employee Time Off**

Exempt employees of Empowering Possibilities Unlimited, Inc. are paid a salary, which compensates them for working as many hours as required to complete their job duties. Exempt employees do not receive overtime pay. We realize, however, that in instances of extraordinary additional pressure or increased work hours, it may be appropriate for managers to recognize the exempt employee’s efforts by granting the employee extra time off separate from and in addition to the employee’s accrued vacation time. In order to achieve consistency among managers and fairness to the exempt employees, managers should use the following guidelines when exercising their discretion to grant additional time off:

1. Limit the amount of time off to no more than two days;
2. Require the employee to take the time off in the following week whenever possible and;
3. Do not allow employees to accumulate any granted but unused time off.

### **Lactation Accommodation**

Women who wish to express breast milk while at work may make arrangements with their manager to do so in a private area. Where such arrangements are made during an employee’s normal rest period, the time will be paid. If special arrangements are made to provide a non-exempt employee extra time beyond or in addition to her normal rest period, the time will be unpaid.

### **Payment of Wages**

Payday is every other Monday. There are 26 pay periods in a year. The workday (a 24-hour, consecutive period) begins at 12:01 a.m. and ends at midnight. The workweek begins on Sunday and ends on Saturday.

If a regular payday falls on a weekend or holiday, you will be paid on the first day of work prior to the regularly scheduled payday. If there is an error on your check, please report it immediately to your manager. Contact your manager or Human Resources for more

information.

### **Advances**

We do not permit advances against paychecks or against unaccrued vacation.

### **Payroll Deductions, Wage Attachments, and Garnishments**

Empowering Possibilities Unlimited, Inc. makes certain deductions from every employee's paycheck. Among these are applicable federal, state, and local income taxes, social security and Medicare taxes, state disability insurance contributions, and paid family leave contributions. By law, Empowering Possibilities Unlimited, Inc. is also required to honor legal attachments and garnishments of an employee's wages or salaries. If your wages are attached, we will withhold the specified amount to satisfy the terms of the attachment.

### **Reporting Time Pay**

Reporting time pay will be paid under the following conditions:

1. Reporting time pay is owed when you report to work at your regularly scheduled time, but you are not put to work or are given less than half the usual or scheduled day's work. In this case, you will be paid for at least half of the hours you were scheduled to work, but never less than two hours pay, and never more than four hours pay.
2. Reporting time pay is also owed if you are required to report to work a second time in any one (1) workday and are given less than two (2) hours of work on the second reporting. In this case, you will receive at least two (2) hours of pay for the second appearance.

These provisions do not apply if on a paid "standby" or "on call" status. In some instances, you may not receive reporting time pay. Reporting time pay does not apply if public utilities fail, such as water, gas, electricity, or sewer, and/or when work is interrupted by an "act of God" or other causes not within the organization's control.

### **Payment for Hours Worked During Business Travel for Non-Exempt Staff**

Whenever possible, non-exempt employees traveling on organization business are expected to do so during normal working hours. In the very rare instance where your travel time constitutes overtime, you will be paid overtime as required by law. Non-exempt employees will be paid for all hours worked, including out-of-town travel time, at regular and overtime pay rates according to the law. Pay for travel time may be at a rate of pay that is less than the employee's normal rate of pay.

If you are non-exempt and traveling on business, you will not be paid for the time between work assignments; e.g., if you stay the night in a hotel, pay begins when you begin to work, or are in transit. Travel pay is to be scheduled in advance, in writing by your manager with the knowledge of the Executive Director. Non-exempt travel may be approved on an as-needed basis, but only with prior authorization from your manager.

### **Pay for Mandatory Meetings for Non-Exempt Staff**

The organization will pay you for your attendance at meetings, lectures, and training programs if all of the following conditions are met:

Attendance is mandatory (i.e. required by the organization). The meeting, course, or lecture is directly related to your job. You are notified of the necessity for such meetings, lectures, or training programs by your manager (i.e. pre-approval by a department head is required).

If you meet the above conditions, you will be compensated at your regular rate of pay. If you are required to travel, then travel pay will be initiated. You will not receive compensation for time spent in voluntary attendance in courses that are conducted outside of normal business hours and/or that are not directly related to your current job.

## ***Chapter 4-STANDARDS OF CONDUCT***

### **Professional Business Conduct and Ethics**

By accepting employment with us, you have a responsibility to Empowering Possibilities Unlimited, Inc. and to your fellow employees to adhere to certain codes of behavior and conduct. The purpose of these rules is not to restrict your rights, but rather to be certain that you understand what conduct is expected and necessary. When each person is aware that he or she can fully depend upon fellow workers to follow the rules of conduct, then our organization will be a better place for everyone to work.

Generally speaking, we expect you to act in a mature and responsible way at all times. Again, we value honesty in communication and personal responsibility. However, to avoid any possible confusion, some of the more obvious unacceptable activities are noted below. Your avoidance of these activities will be to your benefit as well as to the benefit of Empowering Possibilities Unlimited, Inc. If you have any questions concerning any work or safety rule or any of the unacceptable activities listed, please ask for an explanation.

Occurrences of any of the following violations, because of their seriousness, may result in disciplinary action up to and including immediate suspension or termination:

#### **Unacceptable Activities:**

1. Generally, conduct which is disloyal, disruptive, competitive, or damaging to the organization.
2. Falsification of timekeeping records.
3. Dishonesty; falsification or misrepresentation on your application for employment or other work records; lying about sick or personal leave; falsifying reason for a leave of absence or other data requested by Empowering Possibilities Unlimited, Inc.; alteration of organization records or other organization documents.
4. Working under the influence of alcohol or illegal drugs, including marijuana.
5. Theft or inappropriate removal or possession of organization property or the property of fellow employees; unauthorized use of organization equipment and/or property for personal reasons.
6. Possession, distribution, solicitation, sale, transfer, or use of alcohol or illegal drugs, including marijuana, in the workplace, while on duty, or while driving for organization business.
7. Fighting, threatening, or coercing fellow employees on organization property or during working hours, for any purpose.
8. Boisterous or disruptive activity in the workplace.
9. Negligence or any careless action leading to damage of organization-owned partner or client-owned property or which endangers the life or safety of another person.
10. Obscene or abusive language toward any manager, employee, vendor, partner, or client; indifference or rudeness towards a vendor, partner, client, or fellow employee; any disorderly/antagonistic conduct on organization, vendor, partner, or client premises. Insubordination or other disrespectful conduct; refusing to obey instructions properly issued by your manager pertaining to your work; refusing to help out on a special assignment. Violation of security or safety rules or failure to observe safety rules and/or practices; failure to wear required safety equipment; tampering with Empowering Possibilities Unlimited, Inc. equipment or safety equipment.
11. Creating or contributing to unsanitary conditions.
12. Smoking in prohibited areas.
13. Any act of harassment, sexual, racial, or other; telling sexist or racist jokes; making

- racial or ethnic slurs.
14. Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace.
  15. Excessive absenteeism or any absence without notice; failure to report an absence or late arrival.
  16. Unauthorized absence from a workstation during the workday; sleeping or loitering during working hours.
  17. Unauthorized use of telephones, mail systems, or other organization-owned equipment.
  18. Originating, spreading, and taking part in malicious gossip or rumors about employees of the organization.
  19. Unauthorized disclosure of business "secrets" or confidential information; giving confidential or proprietary information to competitors or other organizations or to unauthorized Empowering Possibilities Unlimited, Inc. employees; breach of confidentiality of personnel or organization information.
  20. Violation of organization rules or policies; any action that is detrimental to Empowering Possibilities Unlimited, Inc.'s efforts to operate profitably.
  21. Unsatisfactory or careless work; failure to meet production or quality standards as explained to you by your manager.
  22. Soliciting during working hours and/or in working areas; selling merchandise or collecting funds of any kind for charities or others without authorization during business hours, or at a time or place that interferes with the work of another employee on organization premises.
  23. Conducting a lottery or gambling on organization property.
  24. Failure to immediately report any damage or accident involving organization, vendor, or client equipment or property.
  25. Failure or refusal to comply with the work schedule, including mandatory overtime.
  26. Using, removing, or borrowing organization equipment or property without prior authorization.



27. The use of abusive or threatening language or actions toward anyone.

This list is not exhaustive. Rather, we ask that you keep in mind at all times the need to conduct yourself with reasonable and proper regard for the welfare and rights of all our employees and for the best interests of the organization. This statement of prohibited conduct does not alter Empowering Possibilities Unlimited, Inc.'s policy of at-will employment. Either you or the organization remains free to terminate the employment relationship at any time, with or without reason or advance notice.

### **Performance Evaluations**

You and your manager are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Ongoing discussions with your manager about your job duties, performance, and the work environment likely will increase your satisfaction with your work experience and the organization's satisfaction with you.

We want to provide you with the tools to stay on track and reach your full potential. To provide you with the necessary feedback about your performance, you may receive periodic performance evaluations. Performance evaluations may be conducted within your first 90 days of employment and annually thereafter. Employees with more than 90 days of service who are rehired with less than a 90-day break in service may receive annual evaluations. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

After the review, you will be asked to sign the evaluation report simply to acknowledge that it has been presented to you and discussed with you by your manager and that you are aware of its contents.

Positive performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the organization, and depend upon many factors in addition to performance. Wage and salary increases are based on merit alone, not length of service or the cost of living. Having your compensation reviewed does not necessarily mean that you will be given an increase.

### **Problem Resolution**

At some time, you may have a complaint or question about your job, your working conditions, or the treatment you are receiving. Your good-faith complaints and questions are of concern to us. We ask that you take your concerns first to your manager, following these steps:

Bring the situation to the attention of your immediate manager who will then investigate and provide a solution or explanation. If the problem is not resolved, or your question is not



answered, you may present it in writing to Human Resources who will attempt to reach a final resolution. If the problem remains unresolved, you may present it in writing to the Executive Director, who will work towards a resolution.

This procedure, which we believe is important for both you and us, cannot result in every problem being resolved to your satisfaction. However, we value your input and you should feel free to raise issues of concern, in good faith, without the fear of retaliation.

### **Alcoholic Beverage Consumption**

The responsible consumption of alcohol at an organization-sponsored activity or social event is permitted when authorized by an appropriate manager. The authorized consumption of alcohol at organization-sponsored activities or social events is permitted only when it will not interfere with the safe and efficient performance of your duties.

Due to the nature of our work, we want to be proactive and encourage our staff to avoid excessive alcohol consumption and encourage moderation or abstinence. At organization functions Empowering Possibilities Unlimited, Inc. recommends you drink responsibly defined as within the legal limits to drive.

### **Drug and Alcohol Abuse**

Empowering Possibilities Unlimited, Inc. is concerned about the use of alcohol, illegal drugs, or controlled substances as it affects the workplace. We comply with state and federal drug abuse regulations, including the Drug-Free Workplace Act of 1988. Use of these substances whether on or off the job can adversely affect your work performance, efficiency, safety, and health. The use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes us to the risks of property loss or damage, or injury to other persons. Furthermore, the use of prescription drugs and/or over-the-counter drugs also may affect your job performance and seriously impair your value to us. Any employee who is using prescription or over-the-counter drugs that may impair your ability to safely perform the job, or affect the safety or well-being of others, must notify a manager of such use immediately before starting or resuming work. All precautions necessary to preserve your privacy will be taken. You must adhere to the rules stated in this policy as a condition of employment. Failure to comply with this policy may result in discipline, including termination. Human Resources has been designated to administer this policy, monitor the program, and make reports as required by law.

If there is ever a reasonable basis to suspect you of violating the drug and alcohol policy, you will be requested to immediately submit to a drug and/or alcohol test. Suspicion will be based on objective symptoms, such as factors related to your appearance, behavior, and

speech. A reasonable basis may also exist if you are found to be in possession of illegal drugs, alcohol, or paraphernalia connected with the use of an illegal drug. Possession of illegal drugs or alcohol is prohibited even if you have not used these substances. To help ensure a safe and healthful working environment, job applicants and employees may be asked to provide body substance samples (such as urine, hair samples, and/or blood) to determine the improper or illegal use of drugs and alcohol.

The following rules and standards of conduct apply to all employees either on organization property or during the workday (including meals and rest periods). The following are strictly prohibited by the organization:

1. Possession or use of alcohol or illegal drugs, including marijuana, or being under the influence of alcohol or illegal drugs while on organization premises or at any time on duty.
2. Driving for organization business in a private vehicle while under the influence of alcohol or illegal drugs, including marijuana.
3. Distribution, sale, or purchase of an illegal or controlled substance while on organization premises or at any time on duty.
4. Possession or use of an illegal or controlled substance, or being under the influence of an illegal or controlled substance while on organization premises or at any time on duty.
5. Any drug or alcohol statute conviction. You must notify Empowering Possibilities Unlimited, Inc. within 5 days of such conviction.

In order to enforce this policy, we reserve the right to conduct searches of organization property and to implement measures necessary to deter and detect abuse of this policy. In the event of suspicion of use and/or an on-the-job accident, you may be asked to provide body substance samples (such as urine and/or blood) to determine the illicit or illegal use of drugs and alcohol. The organization will test for alcohol, cannabinoids, (THC), Opiates, i.e. codeine and morphine, Cocaine metabolites, Amphetamines, i.e. amphetamine and metamorphines, adulterants low creatine levels, and Phencyclidine. The organization assures that any information concerning your drug and/or alcohol use will remain confidential. Refusal to submit to drug testing may result in disciplinary action, up to and including termination of employment.

If the results of your drug and/or alcohol test are positive, the organization will take disciplinary action which may include suspension or immediate termination. The disciplinary action will be based on the seriousness of the offense and your past performance with the organization. If you return to work after testing positive for drugs and/or alcohol, you may

be required to consent to unannounced tests for drugs and/or alcohol for a two-year period as a condition of continued employment. In the event that you test positive, you may request a second test to be performed by a reliable drug testing agency, at your expense.

Any conviction you receive on a charge of illegal sale or possession of any controlled substance will not be tolerated because such conduct, even though possibly conducted while off duty, reflects adversely on us. In addition, we must keep people who use, sell, or possess controlled substances off Empowering Possibilities Unlimited, Inc.'s premises in order to keep the controlled substances themselves off the premises.

Violation of the above rules and standards of conduct will not be tolerated. We also may bring the matter to the attention of appropriate law enforcement authorities.

Empowering Possibilities Unlimited, Inc.'s policy on drugs and alcohol in no way limits or alters the at-will employment relationship.

### **Drug or Alcohol Rehabilitation**

Empowering Possibilities Unlimited, Inc. will reasonably accommodate any request you make to enter an alcohol or drug rehabilitation program, when possible, provided the reasonable accommodation does not impose an undue hardship on the organization. Reasonable accommodation would include, among other actions, time off with or without pay, and adjustment of working hours. You must utilize accrued, unused sick or vacation time in lieu of unpaid time off for these purposes. If no accrued sick or vacation time is available, the time off will be considered unpaid.

If you would like to request time off to voluntarily enter a drug or alcohol rehabilitation program, please speak with your manager. Also, please formally request a treatment or rehabilitation leave. Do note, however, that we are not obligated to continue to employ you if your performance of essential job duties is impaired because of drug or alcohol use. Nor is the organization obligated to re-employ you if you participated in treatment and/or rehabilitation and your performance remains impaired as a result of dependency.

### **Client and Public Relations**

The success of Empowering Possibilities Unlimited, Inc. depends upon the quality of the relationships between Empowering Possibilities Unlimited, Inc., our employees, and our clients (including, students, parents, and school administrators), vendors, partners, and the general public. Our clients' impressions of the organization and their interest and willingness to do business with us are formed by how you serve them. In a sense, regardless of your position, you are an Empowering Possibilities Unlimited, Inc. ambassador. The more

goodwill you promote, the more our clients will respect and appreciate you and our services.

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

Here are several things you can do to help give clients a good impression of Empowering Possibilities Unlimited, Inc.:

1. Clients are to be treated courteously and given proper attention at all times. Never regard a client's questions or concerns as an interruption or an annoyance. Client inquiries, whether in person or by telephone, must be addressed promptly and professionally.
2. Never place a telephone caller on hold for an extended period of time. Direct incoming calls to the appropriate person and make sure that the call is received.
3. Act competently and deal with clients in a courteous and respectful manner. Through your conduct, show your desire to assist the client in obtaining the help that he or she needs. If you are unable to help a client, find someone who can.
4. All correspondence and documents, whether to clients or others, must be neatly prepared and error-free. Attention to accuracy and detail in all paperwork demonstrates your commitment to those with whom we do business.
5. Never argue with a client. If a problem develops or if a client remains dissatisfied, ask your manager to intervene.
6. Communicate pleasantly and respectfully with other employees at all times.

These are the building blocks for your and Empowering Possibilities Unlimited, Inc.'s continued success. Thank you for adding your support.

### **Gratuities and Gifts**

It is prohibited to accept a gift or gratuity valued in excess of \$25.00 from any client, vendor, or other person doing business with the organization. You are required to discuss expenses paid by such persons for business meals or trips with the organization in advance. In no event may you allow a gift, gratuity, or expense payment to influence a business decision, transaction, or service.

### **Confidentiality**

You are responsible for safeguarding confidential information obtained during your employment with us. Additionally, our clients, employees, and vendors entrust Empowering Possibilities Unlimited, Inc. with important information relating to students and their success. The nature of this relationship requires the maintenance of confidentiality. In safeguarding the information received, Empowering Possibilities Unlimited, Inc. earns the respect and further trust of our clients and vendors.

It is your responsibility to in no way reveal or divulge any such information unless it is necessary for you to do so in the performance of your duties. Such confidential information includes, but is not limited to, the following examples:

- client lists and client information (such as student name, address, identification number, etc.)
- pending projects and proposals
- compensation data
- budget information
- improvements in techniques/methods
- employee data
- financial information
- pricing information
- passwords
- business plans

Access to confidential information should be on a "need-to-know" basis and must be authorized by your manager.

Upon accepting employment with Empowering Possibilities Unlimited, Inc., you may have been asked to sign a Confidentiality Agreement, which generally provides that you will not disclose or use any of the organization's confidential information, either during or after your employment with us. We sincerely hope that our relationship will be long-term and mutually rewarding. However, your employment with Empowering Possibilities Unlimited, Inc. assumes an obligation to maintain confidentiality, even after you leave our employ.

If you are questioned by someone outside the organization or your department and you are concerned about the appropriateness of giving them certain information, you are not required to answer. Instead, as politely as possible, refer the request to your manager.

It is also important to remember that you may not disclose or use proprietary or confidential information except as your job requires. You may not keep or retain any originals or copies of reports, notes, proposals, client lists, or other confidential and proprietary documents, equipment, supplies, or property belonging to the organization. Any and all copies or originals of reports, notes, proposals, client lists, or other confidential and proprietary documents must be turned over to the organization within twenty-four (24) hours of termination of employment.

You are not permitted to remove or make copies of any Empowering Possibilities Unlimited, Inc. records, reports, or documents without prior management approval. Do not post confidential or proprietary information about Empowering Possibilities Unlimited, Inc., clients, employees, or affiliates on any social media. Disclosure of confidential information could lead to termination, as well as other possible legal action.

### **Conflict of Interest**

As an employee of Empowering Possibilities Unlimited, Inc., you must avoid actual or potential conflicts of interest with the organization. This policy provides examples of prohibited conflicts of interest. If you are found to have a conflict of interest with the organization, you may be subject to discipline, including termination. You should contact your manager with any questions about this policy. Prohibited activities include, but are not limited to:

1. Being a CEO or President, Executive Director, employee, consultant, or vendor to any business that competes, directly or indirectly, with the organization.
2. Having a direct or indirect financial relationship with a competitor, client, vendor, partner, or supplier; however, no conflict will exist in the case of ownership of less than 1 percent of a publicly traded corporation.
3. Engaging in any other employment or personal activity during work hours, or using the organization's name, logo, equipment, or property, including stationery, office supplies, computers, telephones, fax machines, postage, and office machines, for personal purposes.
4. Soliciting organization employees, suppliers, vendors, partners, or clients to purchase goods or services of any kind for non-organization purposes, or to make contributions to any organizations or in support of any causes.
5. Soliciting or entering into any business or financial transaction with another employee whom the soliciting employee supervises, either directly or indirectly, such as hiring the employee to perform personal services or soliciting the employee to enter into an investment.

The organization desires to conduct its business activities without improper interference from current or former employees. No current or former employee may disrupt, damage, impair, or interfere with the organization's business in any manner. For example, no employee or former employee may induce any employee to leave the organization's employ or induce an employee, consultant, or other individual to sever that person's relationship with the organization. In addition, no current or former employee can interfere with or raid

the organization's employees, disrupt its relationships with customers, agents, representatives or vendors, or otherwise interfere with the organization's business, employment relationships or activities. This policy does not prevent former employees from being employed by or engaging in any type of business following their termination of employment.

### **Solicitation**

You are not permitted to solicit or distribute literature during working time. Working time includes both your working time and the working time of the employee to whom the solicitation or distribution is directed. Similarly, distribution of written solicitation material in working areas is prohibited at all times. If you wish to distribute fundraising items such as cookies, candy, and coupon books for sale, you may place them without solicitation in your workstation or Empowering Possibilities Unlimited, Inc. break rooms.

### **Media Contact**

Only contact people designated by the Executive Director or Human Resources and operations Manager of the organization may comment on organization policy or events that have an impact on the organization. If you are contacted by a news organization, please direct all media inquiries to your manager.

### **Employment of Friends and Relatives**

The employment of friends and relatives in the same area of an organization may cause conflicts of interest and appearances of impropriety. In addition, personal conflicts may impact the working relationship of the parties. Although the organization does not prohibit the hiring of friends and relatives of existing employees, the organization is committed to monitoring situations in which friends or relatives work in the same area. In the event of an actual or potential problem, the organization's response may include reassignment or termination of one or both of the individuals involved. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with an employee is similar to that of persons who are related by blood or marriage, or one who is a domestic partner.

The organization desires to avoid misunderstandings, complaints of favoritism, claims of sexual harassment, and employee dissension that may result from personal or social relationships among employees. Therefore, the organization asks that if you become romantically involved with another employee you disclose your relationship to an appropriate manager with whom you feel comfortable. This information will be kept as confidential as possible. For purposes of this provision, "romantically involved" will be interpreted broadly. The organization reserves the right to take necessary and appropriate action to resolve any potential conflict of interest arising out of romantic involvement among



employees. Depending on the facts of the situation, such action may include reassignment or termination of one or both of the employees involved.

### **Personal Relationships in the Workplace**

The organization is committed to maintaining a professional work environment where its managers treat all employees fairly and impartially. Accordingly, managers are not allowed to date, or become romantically or intimately involved with, employees who report to them directly or indirectly. Also, spouses and immediate family members are prohibited from working in job positions where they directly report to, or are reported to, by their spouses or family members. Personal relationships very often cause problems in the workplace, such as a lack of objectivity towards the subordinate's job performance, the perception of favoritism by other employees (whether justified or not), and potential sexual harassment complaints should a couple break up.

For purposes of this policy, "immediate family" includes significant others (such as unmarried couples who live together), domestic partners, stepparent and step-child relationships, in-law relationships, grandparents, and cousins (including analogous relationships with the parents and children of an employee's significant other). This policy covers all family-like relationships, regardless of blood or legal relationships.

Employees who are currently dating one another, or employees who are married or related and report to or supervise each other, may request to be transferred in order to comply with this policy. When possible, the organization will attempt to accommodate such requests. Please understand, however, that the organization reserves the right not to transfer employees based on conflicting business considerations.

Unprofessional behavior in the workplace, such as sexually related conversations, inappropriate touching (i.e., kissing, hugging, massaging, sitting on laps) of another employee, and any other behavior of a sexual nature, is prohibited.

If two employees marry or become related, causing actual or potential problems such as those described, only one of the employees will be retained with the organization unless reasonable accommodations can be made to eliminate the actual or potential conflict. The employees will have up to 30 days to decide which relative will stay with the organization. If this decision is not made in the time allowed, the Executive Director will make the decision, taking the employment history and job performance of both employees into account. Managers who have any questions about the application of this policy to an employee or applicant should contact the Human Resources & Operations Manager.

### **Dress Policy**

We are keenly aware of the client service-driven culture within which we work. That same



culture requires specific forms of dress and behavior from our staff. Accordingly, the professional image of each of our employees is vital to the success of our organization.

Balanced against this is our desire to allow you to enjoy a casual and comfortable working environment while also maintaining a professional image for our clients, so our dress policy must embrace both cultures. While we rely on you to demonstrate professionalism and good judgment in matters of dress in the workplace, the following general guidelines will serve to standardize our expectations.

## **Office Personnel Attire**

Business casual dress is generally expected. Business casual dress should include nice shoes, slacks, dresses, skirts, and button-down shirts. Office staff may wear nice casual dress, including nice jeans on Fridays. Sandals are permitted, but thongs/flip-flops are not allowed.

## **Program Managers**

We recommend that after-school program managers consider adopting a dress code similar to that of office personnel as described above. This choice not only enhances your professional image but also distinguishes you as managers at your respective locations. By presenting yourselves in attire that exudes professionalism and leadership, program managers can set a positive example for their team and instill confidence among stakeholders

Solid shirts, polos, button downs or sweaters should be worn with either slacks, skirts, or nice jeans. In the summer, shorts are not permitted for Program Managers. Athletic shoes are acceptable. Open-toed shoes are not allowed.

## **Instructional Aides**

Nice casual dress is expected. Employees may wear t-shirts as long as they are neat, do not have derogatory images, slogans, or text, and may not depict alcohol or un-tasteful content. Nice jeans, black or khaki pants, or shorts that are no shorter than 2 inches above the knee may be worn. Athletic shoes are acceptable. Open-toed shoes are not allowed.

## **For All Staff**

All staff must wear an Empowering Possibilities Unlimited, Inc. ID badge at all times while working. We do not allow leggings, jeggings, yoga pants, track pants, sweatpants, athletic shorts, cut-off shorts, "very short" shorts, tank tops for both men and women, tops that do not cover the midriff or stomach, "see-through" clothing, off the shoulder tops or any other articles of clothing that would be considered inappropriate for the workplace. Flip-flops are not allowed. You are expected to wear clothing that does not interfere with the normal

functions of your position or endanger you, such as loose, torn, or fringed materials.

In consideration of your fellow employees and clients, you are expected to adhere to appropriate personal hygiene and grooming standards. Hair should be human colored and facial and tongue jewelry should not be worn at work. Please keep your nails clean and tastefully groomed.

Because we serve a diverse client population, our goal is to look friendly, approachable, and professional. Visible body piercings (other than earrings), tattoos, extreme hairstyles (e.g., Mohawk, spiked, etc.), and colors (e.g., green, purple, etc.) can be intimidating to certain clients. Thus, we prohibit all extreme styles which we believe will impact our clients' confidence in our services.

Please be mindful of wearing fragrance. Some clients and staff are sensitive to fragrance and it can cause migraines and respiratory distress. We suggest that no scented lotions, perfumes, colognes, scented hairspray, etc. be worn, or if worn, only in moderation.

In addition to the standards described above, common sense, mutual respect, and a commitment to act in the best interests of the organization and other employees are the guiding principles to be followed when making individual choices on the issue. Personal appearance should be a matter of pride for you. If your manager feels your attire and/or grooming is out of place, you may be asked to leave the workplace until you are properly attired and/or groomed. This time away may not be considered paid time. Violating dress code standards may subject you to appropriate disciplinary action.

### **Wearing Organization Attire Off Duty**

We have worked hard to build our strong reputation. The general public bases its perception of us on the actions of our employees, while wearing organization attire. For this reason, the organization logo shirts, hats, jackets, or any other piece of apparel that has our organization name or logo on is only to be worn during working hours. We appreciate your cooperation in this regard.

## **Chapter 5-DAY TO DAY OPERATIONS**

### **Employer and Employee Property**

Because even a routine inspection of organization property might result in the discovery of an employee's personal possessions, you are encouraged not to bring into the workplace any item of personal property that you do not want to reveal to the organization.

In addition, all desks, lockers, offices, workspaces, credenzas, cabinets, electronic mail (e-mail), telephone systems, office systems, computer systems, any and all electronically issued technology, and other areas or items belonging to the organization or school site are open to the organization and its employees. **YOU SHOULD HAVE NO EXPECTATION OF PRIVACY IN ANY OF THESE AREAS.**

Personal items and messages or information that you consider private should not be placed or kept in any of these places or areas belonging to the organization or at school sites.

Storage areas, work areas, file cabinets, credenzas, computer systems and software, office telephones, cellular telephones, any and all electronically issued technology, modems, facsimile machines, duplicating machines, tools, equipment, desks, voice mail, and electronic mail are an organization or school property and need to be maintained according to organization rules and regulations.

Desks and work areas must be kept clean, and are to be used for work-related purposes. Organization and school site property being used by Empowering Possibilities Unlimited, Inc. employees are subject to inspection at any time, with or without prior notice. Prior authorization must be obtained before any organization or school property may be removed from the premises.

For security reasons, you should not leave personal belongings of value in the workplace. Personal items, lockers, and desks are subject to inspection and search, with or without notice, and with or without your prior consent.

Terminated employees should remove any personal items at the time they leave us. Personal items left in the workplace by previous employees are subject to disposal if not claimed at the time of your termination.

### **Electronic Systems and Privacy**

You should understand that you have NO expectation of privacy in connection with the use of electronic systems, including stored e-mail/voice mail messages or any messages sent electronically. All messages created, sent, received, or stored in these systems are and

remain the property of Empowering Possibilities Unlimited, Inc. Empowering Possibilities Unlimited, Inc. reserves the right to retrieve and review any message composed, sent, or received via the system. Please note that even when a message is deleted or erased, it is still possible to recreate the message; therefore, the ultimate privacy of messages cannot be ensured by anyone.

To safeguard and protect the proprietary, confidential, and business-sensitive information of Empowering Possibilities Unlimited, Inc., and to ensure that the use of all electronic systems and equipment is consistent with Empowering Possibilities Unlimited, Inc.'s legitimate business interests, authorized representatives of Empowering Possibilities Unlimited, Inc. may monitor the use of such systems from time to time without notice, which may include printing and reading materials, files on the system, list servers, and equipment.

You should be aware that e-mail messages, like Empowering Possibilities Unlimited, Inc. correspondence, and any and all messages sent electronically may be read by other Empowering Possibilities Unlimited, Inc. employees and outsiders under certain circumstances. While it is impossible to list all of the circumstances, some examples are the following: (1) during system maintenance of the e-mail system, (2) when Empowering Possibilities Unlimited, Inc. has business needs to access the employee's mailbox, (3) when Empowering Possibilities Unlimited, Inc. receives a legal request to disclose e-mail messages, or (4) when Empowering Possibilities Unlimited, Inc. has reason to believe the employee is using e-mail in violation of Empowering Possibilities Unlimited, Inc. policies.

In addition, the electronic systems shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization. You may not use the organization systems in violation of any applicable copyright, trademark, or trade secrets laws. Installation of software may only be performed by authorized employees of the organization.

**YOU HAVE NO INDIVIDUAL PRIVACY RIGHTS WITH REGARD TO ANY INFORMATION ON THE ORGANIZATION COMPUTERS AND/OR COMPUTER NETWORKS OR OTHER BUSINESS PROPERTY. THE ORGANIZATION RESERVES THE RIGHT TO MONITOR, ACCESS, INTERCEPT, REVIEW AND DISCLOSE THE CONTENTS OF ALL COMPUTER FILES, E-MAIL MESSAGES, VOICE-MAIL MESSAGES, AND INTERNET USAGE ON THE ORGANIZATION'S COMPUTERS AND/OR COMPUTER NETWORKS**

Under no circumstances are you to access subject matters dealing with alcohol, tobacco, illegal activities, gambling, militant and extremist organizations, drugs, satanic rituals or cults, racial intolerance, gross depictions, violence, profanity, sexual acts, and nudity. Employees must adhere to the rules of internet etiquette, or netiquette. You should be polite, adhere to the organization's electronic writing and content guidelines, and use the network and Internet appropriately and legally.

Empowering Possibilities Unlimited, Inc.'s computer systems, voice mail, electronic mail (e-mail), and/or text messages and IMs are to be used for business purposes. We reserve the right to listen to voice mail messages (landline and cell phones), access e-mail and text messages, and check desk contents to ensure compliance with this rule, without notice to you and/or in your absence.

You may not use electronic communication systems (including email, voice-over-internet systems, personal digital assistant PDAs, or social media) to solicit for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations. Further, you are not to use communication systems to create, receive, or solicit any offensive or disruptive messages. We consider the following to be offensive and we will not tolerate sending, receiving, soliciting, printing, copying, or replying to the following messages and images if they:

1. Disparage others based on their race, religion, color, gender, genetic information, genetic characteristics, gender identity, gender expression, sexual orientation, national origin, citizenship status, veteran status, disability, ancestry, age or any other status protected under federal, state and local laws;
2. Spread gossip, rumors, and make innuendos about employees, clients, suppliers, or other outside parties;

Contain foul, offensive, derogatory, sexually-oriented, gender-specific, obscene, off-color, adult-oriented language or are otherwise inappropriate in a business environment;

1. Are intended to alarm others, embarrass the Organization, negatively impact employee productivity, or harm employee morale;
2. Contain threatening, bullying, or harassing statements about, or to, another employee, vendor, client, or outside party;
3. Contain confidential or copyrighted materials that do not have prior authorization to transmit;
4. Contain confidential organization or co-worker information received by you via e-mail, whether intentionally or unintentionally directed to you;
5. Use another employee's password to trick recipients into believing someone other than you is communicating or accessing the organization network or Internet; or
6. Are electronic chain letters.

These prohibitions include sending, receiving, soliciting, printing, copying, or replying to

messages between another employee, vendor, client, or outside party.

In addition, the electronic systems shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization. You may not use the organization systems in violation of any applicable copyright, trademark, or trade secrets laws. Installation of software may only be performed by authorized employees of the organization.

### **Social Media Policy**

The organization understands that various forms of communication occur through social media, such as Facebook, Twitter, LinkedIn, blogs, and multimedia host sites such as YouTube. Such communications occur in social networking, blogs, video sharing, and similar media. It should be remembered that social media sites do not provide a private setting. Employees who communicate information through social media therefore should not expect that such information is private.

Employees must remember that all existing policies apply to information disseminated through social media. These guidelines are intended to help employees understand some of the unintended outcomes of sharing information through social media.

### **Application of Policies**

The organization's policies and standards apply to conduct that occurs in the workplace and while employees are on duty, wherever they happen to be. They also apply to activities that occur during an employee's own time, outside of work, if the activities have an actual or potential impact on the employee's performance, the performance of coworkers, or the organization. Employees should therefore understand that they are responsible for certain activities that occur off the organization's premises or on their own time both to the organization and third parties. Nothing in this policy prevents employees from exercising their broad rights to discuss the terms and conditions of employment with others, to take action with others to improve their working conditions, or to otherwise exercise their rights to engage in protected concerted activity.

### **General Policies**

The organization's policies regarding workplace conduct and interpersonal interactions are embodied in a number of policies, including policies that protect the organization's trade secrets, legal interests, and confidential information. The policies also prohibit unlawful harassment and discrimination and require employees to use work time in an appropriate manner.

The principles set forth in the organization's policies apply equally to social media, even

when the policies do not refer specifically to social media. Violations of any policy through social media or networking will be appropriately addressed when brought to management's attention.

Illustrations of some of the relevant policies and how they may apply to social media are provided below. The following guidelines apply to all employees when they are at work and away from work.

### General Expectations

- Employees may not post or transmit any material or information that includes confidential, proprietary or trade secret information, or information that is untrue, defamatory, obscene, profane, threatening, harassing, abusive, hateful, or humiliating to another person or entity. This includes but is not limited to, comments regarding the organization or its employees or members. Employees should ask their manager and refer to organization policies if they have any questions about what is appropriate to include in communications involving social media.

### Harassment

- The organization cannot tolerate intimidation, bullying, or threats of violence among co-workers, and such acts, even if occurring online, outside of work, will result in serious consequences, including termination.
- The organization maintains a strict policy prohibiting unlawful harassment of any kind. Harassment is unlawful if it is based upon any legally protected characteristic. It includes unwelcome verbal, physical, or visual conduct that creates an intimidating, offensive, or hostile work environment or unreasonably interferes with work performance.

### Reputation

- Employees should act responsibly and remember that untrue or defamatory postings can have serious consequences. Do not create fake blogs or false reviews of the organization or its competitors.

### Acceptable Use Guidelines

- E-mail and Internet access are provided to support the organization's business. Users who are given access to these tools may not make personal use of them either during work or non-work time. Any use that includes tapping into electronic social media should be consistent with the organization's values, policies, and applicable laws.



- Participation in social media sites should be limited during work time; incidental use during break time is not prohibited by this policy. Under no circumstances may employees access social media sites while performing safety-sensitive functions such as driving.

## Opinions

Employees should not refer to the organization without proper authorization to do so. Employees should at all times make it clear that their opinions do not represent those of the Organization. They should include disclaimers in online communications advising that they are not speaking officially or unofficially on behalf of the organization.

- Employees may not use the organization's logo or proprietary graphics to imply that they are speaking on behalf of the organization.

## Questions

- Employees who have concerns regarding workplace conduct or inappropriate behavior or comments are encouraged to contact their manager or the Human Resources and operations Manager for further guidance.

## **Additional Guidance and Information**

While the organization's policies offer very clear direction on some issues, there are other areas where common sense must prevail. When in doubt about posting, employees should consider the following:

- There is no expectation of privacy when engaging in social media networking activities. You may know everyone in the room when you have a conversation in person. This will not apply to social networking applications. You may not have full control over how your comments are perceived or shared.
- These are public forums. As a practical matter, it may be impossible to delete information that is shared. Comments may be publicly available for years.
- Even when you do not identify your employer by name in the communication or posting, some readers are likely to know where you work. Keep this in mind when you consider posting or transmitting comments that may be work-related. This should also be considered when creating your profile.
- Do not state or imply that the opinions you express are those of the organization, its management, or other employees. Include a disclaimer to this effect.



## **Camera Usage**

To safeguard confidential information and to reduce the opportunities for illegal harassment, Empowering Possibilities Unlimited, Inc. regulates the use of electronic equipment used to capture images such as camera phones, camera PDAs, video equipment, cameras, flash drives, and any other device capable of capturing or storing an image.

Privileged or confidential material, such as, but not limited to, trade secrets or attorney-client communications, are not to be photocopied, scanned, photographed, or otherwise copied except by authorized personnel in the furtherance of the organization's business. Any images taken or present on organization property relating to organization business are considered organization property and if any images are found to be in violation of this policy are subject to confiscation.

Employees and visitors are not to use electronic equipment to create or convey offensive, harassing, vulgar, obscene, or threatening images or communications. Similarly, transmitting sexually oriented messages or images at work using camera phones is forbidden. Employees and visitors are not to bring or use imaging equipment in areas posted with "No cameras or similar equipment allowed," or into areas where personal privacy is generally acknowledged, including dressing rooms, bathrooms, etc.

Outside of these areas, you should ask permission from anyone you photograph at work or at an organization function and ask permission from your manager before photographing anything or anyone at work or at an Empowering Possibilities Unlimited, Inc. function. Electronic equipment on the organization's premises or at organization-sponsored events may not be used to defame, embarrass, or disparage the organization, employees, clients, vendors, or competitors.

## **Telephone Usage**

You may not use organization or school site telephones for local or personal calls. If you need to be reached during work hours in cases of emergency, you may provide your friends and/or family members with your manager's phone number or the main office phone number.

## **Cell Phone Usage**

The organization realizes that in our fast-paced business environment, meeting our goals and staying in touch with our clients and co-workers is a necessary process for working efficiently. But, first and foremost, we want to preserve the safety of our employees and those in the community. California law limits the use of cell phones while driving to those

having hands-free operation.

This law provides that, it is illegal to drive a motor vehicle while using a wireless telephone, unless that telephone is designed and configured to allow hands-free listening and talking operation, and is used in that manner while driving.

Additionally, writing, sending, or reading text-based communications on your cell phone while driving is also prohibited under California law. This includes text messaging, instant messaging, and e-mail. You will be responsible for any tickets you receive if you violate this law.

Use of a hands-free cell phone is required while driving on organization business. An option is that you pull over while driving to place or receive calls on your cellular phone. There is a great potential for harm to you and to others if this policy is violated.

Personal cell phone use is not needed or required for work purposes unless expressly directed by a manager and should not be used for work. Personal cell phones are to be turned off unless on a meal or rest break. You are also not allowed to receive or send text messages from cell phones unless on a meal or rest break.

### **Business and Travel Related Expense Policy**

Empowering Possibilities Unlimited, Inc. will reimburse you for work-related travel expenses such as transportation, overnight accommodations, and meals. The total daily maximum reimbursable amount for meals is \$50.00. You should have the Human Resources & Operations Manager's approval before incurring travel expenses. All requests for reimbursement must be submitted to the Human Resources & Operations Manager for approval along with supporting documents or original invoices.

Non-exempt employees will be paid for time spent traveling and in conference sessions. If you are required to use your personal automobile for work-related business, Empowering Possibilities Unlimited, Inc. will reimburse you for mileage at the current IRS mileage rate per mile and for parking expenses.

You should submit the appropriate expense form to the Human Resources & Operations Manager for approval and payment. Expense reports should be submitted within two weeks of incurring business expenses. A receipt must accompany all expenses. If you use your personal vehicle for work-related travel you are expected to maintain at least the minimum insurance required by law.

## **Personal Use of Organization Property**

You are not allowed to use an organization or school-owned property for personal use. The definition of “organization-owned” assets includes but is not limited to, facilities, computers, and their related equipment, labelers, copy machines, fax machines, postage meters, and any type of supplies including office supplies, tools, vehicles, credit cards, etc. These assets are provided to you for organization-related business only.

Please also remember that all desks, lockers, cabinets, computers, and vehicles that belong to the organization will be open to all organization employees. Personal items, messages, or information that you consider private should not be placed or kept in telephone systems, office systems, organization computer systems, office workspaces, desks, and credenzas or file cabinets.

If you are issued an organization credit card you are responsible for the use of that card. Under no circumstances will the organization allow you to sign an organization credit card unless the card being signed is issued in your name. Signing another employee’s credit card will result in liability for the expense and may subject you to immediate termination. If you hold an organization credit card you may only give permission to another employee to make an authorized business purchase or reservation using your card with prior approval from the Human Resources & Operations Manager or Executive Director of the organization. Any holders of organization credit cards or authorized users who transact a non-business related charge may be subject to immediate termination. Receipts for all credit card transactions must be given to the Human Resources and operations Manager along with an explanation of the purchase.

## **Driving Record and Insurance**

As a condition of employment, we require you to maintain an acceptable driving record if you drive for an organization business. Any accidents or traffic violations must be reported to a manager immediately if they occur during the course of your duties. You will be responsible for any tickets you receive while driving on organization business whether in an organization vehicle or your own personal vehicle. Failure to report an on-the-job motor vehicle accident, no matter how minor, will lead to disciplinary action, up to and including termination. Additionally, you are required to maintain the level of insurance required by the state of California. A copy of your insurance card must be on file before you will be allowed to drive for organization business.

## **Health and Safety**

Safety is everybody's business. Safety is to be given primary importance in every aspect of planning and performing all Empowering Possibilities Unlimited, Inc. activities. We want to protect you against injury and illness, as well as minimize the potential loss of production.

To achieve our goal of maintaining a safe workplace, everyone must be safety conscious at all times. In compliance with California law, and to promote the concept of a safe workplace, we maintain an Injury and Illness Prevention Plan (IIPP). The IIPP is available for your review from the Responsible Safety Officer. The Responsible Safety Officer has responsibility for implementing, administering, monitoring, and evaluating the safety program. Its success depends on the alertness and personal commitment of all.

### **Smoking Policies**

Smoking, and use of e-cigarettes or vapor products, are not allowed in any enclosed area of the Empowering Possibilities Unlimited, Inc. offices or client homes, or within 25 feet of any entrance of the building or in any organization vehicle. Smoking is not permitted on any school site. Check with your job site manager for smoking regulations for your area. In fairness to those who do not smoke, smoking is allowed only during breaks and lunch and only in designated areas.

### **Security**

To provide for the safety and security of you, our clients, and our facilities, visitors are not allowed at school sites, and only authorized visitors are allowed in the work areas of the Empowering Possibilities Unlimited, Inc. offices. To ensure the safety of our guests, we encourage family and friends to check in at the front desk when visiting you at the workplace.

The following security procedures should always be followed to ensure your safety and the safety of your fellow employees and to ensure the confidentiality of the organization's proprietary information. At no time should unauthorized persons be allowed to roam unescorted through the organization's offices. It is a matter of courtesy to accompany clients and guests to and from the exits and other offices to which they may be destined. If strangers are encountered in our offices who do not satisfactorily identify themselves or the person with whom they will be meeting, escort them to the reception area. If they resist, contact the receptionist immediately.

Be aware of persons loitering for no apparent reason in other non-office areas (e.g., in parking areas, walkways, entrances/exits and service areas). Report any suspicious persons or activities to your manager. Secure your desk at the end of the day or when called away from your work area for an extended length of time and do not leave valuable and/or personal articles in or around your workstation that may be accessible. Please report any lost facility keys to your manager immediately.

### **Workplace Violence**

Empowering Possibilities Unlimited, Inc. recognizes that violence in the workplace is a growing nationwide problem necessitating a firm, careful response by all employers. The

costs of workplace violence are great, both in human and financial terms.

Employers have an obligation to do everything that is reasonably necessary to protect the life, safety, and health of employees, including the furnishing of safety devices and safeguards and the adoption of practices, means, methods, operations, and processes reasonably adequate to create a safe and healthful workplace. We believe that the safety and security of our employees are paramount. Therefore, the organization has adopted this policy regarding workplace violence.

Acts or threats of physical violence, including intimidation, harassment, and/or coercion, that involve or affect the organization or that occur on organization property or in the conduct of organization business off organization property, will not be tolerated. This prohibition against threats and acts of violence applies to all persons involved in organization operations, including, but not limited to, employees, contract workers, temporary employees, and anyone else on organization property or conducting organization business off organization property. Specific examples of conduct that may constitute threats or acts of violence under this policy include, but are not limited to, the following:

1. Hitting or shoving another individual.
2. Threatening an individual or his or her family, friends, associates, or property with harm.
3. Intentionally destroying or threatening to destroy Empowering Possibilities Unlimited, Inc.'s property.
4. Making harassing or threatening phone calls, text messages or emails.
5. Surveillance, stalking another person.
6. Veiled threats of physical harm or similar intimidation.
7. Any conduct resulting in the conviction under any criminal code provision relating to violence or threats of violence that adversely affects the Organization's legitimate business interests.
8. Unauthorized possession or inappropriate use of firearms or weapons.

Any person who engages in a threat or violent action on organization property may be removed from the premises as quickly as safety permits and may be required, at our discretion, to remain off organization premises pending the outcome of an investigation of the incident.

When threats are made or acts of violence are committed by employee(s), we will make a judgment as to what actions are appropriate, including possible medical evaluation and/or possible disciplinary action. Once a threat has been substantiated, it is organization policy to put the person making the threat on notice that they will be held accountable for their actions and then implement a decisive and appropriate response. Under this policy, decisions may be needed to prevent a threat from being carried out, a violent act from

occurring, or a life- threatening situation from developing. No existing policy or procedure of the organization should be interpreted in a manner that prevents the making of these necessary decisions.

The Executive Director of Empowering Possibilities Unlimited, Inc. will make the sole determination of whether, and to what extent, threats or acts of violence will be acted upon by the organization. In making this determination, we may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred. No provision of this policy shall alter the at-will nature of employment at Empowering Possibilities Unlimited, Inc..

### **Off-Duty Use of Facilities**

You are prohibited from being on organization or school site premises, or making use of organization or school site facilities, while not on duty. You are expressly prohibited from using organization or school facilities, property or equipment for personal use.

### **Employee Suggestion Program**

We encourage you to bring forward your suggestions and good ideas about how our organization can be made a better place to work, our products improved, and our service to clients enhanced. When you see an opportunity for improvement, please talk it over with your manager. Your manager can help you bring your idea to the attention of the people in the organization who will be responsible for possibly implementing it.

All suggestions are valued and listened to. When a suggestion of yours has particular merit, we provide special recognition.

## **Chapter 6-EMPLOYEE BENEFITS**

### **Benefits**

Empowering Possibilities Unlimited, Inc. has developed and invested in an employee benefit program to supplement your regular wages. Empowering Possibilities Unlimited, Inc. will continue these benefits as organization profits permit; however, we reserve the right to change or eliminate any benefit program at any time.

Our benefits program consists of programs that may include health and dental coverage, vacation, sick pay, and holiday pay. In addition, there are a number of programs such as State Disability, Paid Family Leave Unemployment Insurance, and Social Security Workers Compensation. Eligibility to participate in these programs is determined by your employee classification and length of continued service with the Organization.

Although this employee handbook does not restate all the features of our benefit programs, it provides brief summaries to acquaint you with some of the key features of the programs. Separate plan summaries and plan documents describe the plans in detail and should be consulted for further information. In the case of a conflict between the benefits information set forth in this employee handbook or oral explanations by organization representatives and the terms and conditions of the official plan documents, the provisions of the official plan documents, as interpreted by the plan administrator, shall control.

#### **Official Health Plan Documents**

The employee handbook contains a number of brief summaries of the benefit programs that the employer provides for eligible employees. The purpose of these summaries is simply to acquaint you with the general provisions of the applicable plans. In the interest of brevity, they do not contain full statements of all of the terms, conditions, and limitations of the plans. If there are any real or apparent conflicts between the brief information in the handbook and the terms, conditions, and limitations of the official plan documents, the provisions of the official plan documents will be considered accurate. You are encouraged to review all plan documents carefully to familiarize yourself with all of the provisions of the plans.

#### **Vacations**

Empowering Possibilities Unlimited, Inc. believes that vacations provide opportunities for rest, relaxation, and personal pursuits, and contribute to your health and well-being. Therefore, you are encouraged to schedule and utilize your vacation benefits annually. To assist you in fully utilizing vacation as a time to rest and refresh from work duties, you are not allowed to perform any work for Empowering Possibilities Unlimited, Inc. while on any form of paid vacation time. This rule applies to all employees, including exempt employees,



and prohibits any work of any kind, including checking emails and voice mail and responding to messages.

You begin to accrue vacation on your first day of employment. Vacation time may not be used until completing 90 days of continuous service. Full-time employees will accrue up to one week (40 hours) of vacation per year. Vacation is earned per pay period at a rate of 1.54 hours per pay period on a 26-pay period per year schedule. Members of the executive management team may be offered a different vacation accrual rate upon approval of the Executive Director. Part-time employees are not eligible for vacation leave. You may not accrue more than sixty (60) vacation hours. If you accrue this maximum amount of vacation, you will not accrue any further vacation hours until taking vacation and falling below the maximum accrual level.

Vacation leave for non-exempt employees is not to be taken in less than a one-hour (1) increment. For legal reasons, vacation for exempt employees may not be taken in less than ½ day or one-day (1) increments.

You must submit a “Vacation Approval Form” to your manager and obtain approval prior to using vacation time. You should request vacation time as soon as possible. Empowering Possibilities Unlimited, Inc. asks that vacation requests be submitted not less than thirty (30) days in advance of the vacation date in order to coordinate with the school site and provide appropriate program coverage. Empowering Possibilities Unlimited, Inc. pays all accrued but unused vacation benefits upon termination of employment.

During certain times of the year when numerous vacation requests are received, the possibility exists that not all requests can be granted. Generally, vacation requests will be accommodated according to business needs and the priority of the requests received.

Employees on leave do not accrue vacation time.

An employee whose employment terminates will be paid for accrued unused vacation days.

### **Sick Leave**

Sick leave is a form of insurance that is accumulated in order to provide a cushion for incapacitation due to illness. It is to be used only for the diagnosis, care, treatment of an existing health condition or preventative care of an employee, family member or for employees who are victims of domestic violence, sexual assault or stalking to seek aid, treatment, or related assistance. A family member is defined as a spouse, registered domestic partner (RPD), grandparent, grandchild, sibling, In-law, parent, step-parent, legal guardian, or child (regardless of age or dependency status).



Regular, full-time employees will be granted 40 hours of sick leave upon hire and on January 1st of each year thereafter. Employees may begin using sick leave upon completion of 30 days worked for the organization in California within a year and upon your 90th day of employment. Employees may not carry unused sick leave forward to the next year.

Part -time employees (any employee not eligible for the full-time benefits listed above) will be granted 24 hour of sick leave upon hire and on January 1st of each year thereafter. Employees may begin using sick leave upon completion of 30 days worked for the organization in California within a year and upon your 90th day of employment. Employees may not carry unused sick leave forward to the next year.

When wishing to use sick leave, you should personally call your manager prior to the start of your shift on the day you are scheduled to work. Sick leave is not to be taken in less than a one hour increment and does not accrue when you are out on sick leave.

A paid absence is counted as hours worked for the purposes of computing a 40-hour week, but is not counted as a basis for computing overtime.

Empowering Possibilities Unlimited, Inc. will work with you to integrate sick pay for any days for which you received State Disability Insurance (SDI) or Workers' Compensation payments.

Sick leave is not granted for the purpose of accompanying or taking pets to procure medical attention.

Sick leave does not carry over from year to year. We do not provide pay in lieu of unused sick leave. Additionally, unused sick leave has no cash value and will not be paid at termination.

### **Kin Care**

California law allows employees to use one- half ( $\frac{1}{2}$ ) of their yearly sick leave allotment to care for their sick family member. Leave for this purpose may not be taken until actually accrued.

For purposes of sick leave use, a family member is defined as a spouse, registered domestic partner (RPD), grandparent, grandchild, sibling, In-law, parent, step-parent, legal guardian, or child (regardless of age or dependency status.)

All conditions and restrictions placed on your use of sick leave apply also to sick leave used for care of a child, parent or spouse.

## Holidays

We observe the following paid holidays for full-time employees:

**New Year's Day**

**Martin Luther King Jr.'s Birthday**

**President's Day**

**Memorial Day**

**Juneteenth National Independence Day**

**Independence Day**

**Labor Day**

**Veterans Day**

**Thanksgiving Day**

**Christmas Day**

Eligibility for holiday pay begins upon date of hire. Regular full-time employees shall receive holiday pay at straight time in accordance with the hours they are normally scheduled to work on the observed holiday.

When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday. However, the organization may close on another day. Holiday observance will be announced in advance. If you are on a paid absence due to paid benefits such as vacation or sick time when a holiday occurs, you will receive holiday pay.

### **Temporary Shutdowns**

During pre-announced times of the year, we shut down operations. This temporary shutdown for the Empowering Possibilities Unlimited, Inc. office and programs occurs the week between Christmas and New Year's. Because no work will be performed during this week, you will not be eligible to receive your normal salary or wages for that week.

However, if you have sufficient accrued vacation benefits available and wish to use those benefits, you may submit a written request to use your vacation benefits for the week. If you do not request the use of vacation benefits, or if you do not have accrued vacation to use, the time off will be unpaid.

### **Insurance Benefits**

**Health and Dental Insurance:** We provide comprehensive medical and dental insurance plans for eligible employees and their dependents. You may be required to provide adequate proof of the dependent relationship in order to add the dependents to our insurance policies. Typically proof of the relationship may be established through a copy of a birth certificate, adoption documents, marriage license, or certificate of registered domestic partnership. We cannot guarantee your domestic partner relationship will be kept confidential.

Full-time employees are eligible on the first of the month once they have completed 30 days of continuous employment with Empowering Possibilities Unlimited, Inc. The organization will pay 50% of the employee's medical and dental benefits. You will be responsible for any excess premiums due for the coverage you choose for your dependents. Deductions from your paycheck will be made to cover this cost through payroll deductions. Information describing your benefits will be given to you when you join the program.

During any leave of absence such as Family Medical leave, personal leave, Workers' Compensation leave or other disability leave, health benefits will continue for a maximum of 12 weeks. For the duration of any pregnancy disability leave of absence, health and life insurance benefits will be continued for the duration of your pregnancy disability leave.

Please direct any questions you have regarding your health and dental insurance to the Human Resources & Operations Manager.

**State Disability Insurance:** If you are unable to work due to a non-work-related medical condition or injury you may be entitled to State Disability Insurance (SDI). SDI benefits are paid by the state and are financed from mandatory payroll tax deductions from all employees' wages. Questions regarding SDI benefits should be directed the Human Resources or the state's Employment Development Department.

**Unemployment Compensation:** We contribute each year to the California Unemployment Insurance Fund on behalf of our employees.

**Social Security:** Social Security is an important part of every employee's retirement benefit. We pay a matching contribution to each employee's Social Security taxes.

**Workers' Compensation:** The Organization purchases a workers' compensation insurance policy to protect you while you are employed by us. The policy covers you in case of occupational injury or illness. It is your responsibility to notify a member of management immediately if injured. Please refer to the Workers' Compensation policy for additional information.

We provide workers' compensation insurance for our employees as required by state law. The insurance provides important protection for employees who suffer a work-related injury. We encourage you to report all workplace injuries immediately and to take advantage of the benefits provided by our workers' compensation insurance if you are injured on the job.

Workers' compensation insurance provides important protection for employees who suffer an injury at work. Unfortunately, we understand that some employees are encouraged to file fraudulent workers' compensation claims. For your own protection, you should know that the California Insurance Frauds Protection Act provides that it is unlawful for any person to:

*"Make or cause to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining . . . compensation . . . and shall be punished by imprisonment in county jail for one year, or in the state prison for two, three or five years, or by a fine not exceeding Fifty Thousand Dollars (\$50,000.00) . . . or by both imprisonment and fine."*

Our policy is to investigate all questionable workers' compensation claims. If they appear to be fraudulent, they are referred to the Bureau of Fraudulent Claims and the District Attorney's office.

**Paid Family Leave (PFL) Insurance:** All employees who take time off to care for a seriously ill family member (child, parent, grandparent, grandchildren, in-laws, spouse or registered domestic partner) or bond with a new child may be eligible to receive replacement wages for up to six weeks during any 12-month period, under California's Paid Family Leave program. This program is funded with employee contributions through the State Disability Insurance (SDI) Program. Such contributions are deducted from each employee's paycheck. Even though employees may be eligible to receive Paid Family Leave insurance benefits, a leave of absence must still be requested and approved as defined in our leave policies. Please understand that this leave does not mandate any guarantee that your job

will be available when you are ready to return unless you are on an approved FMLA/CFRA leave.

### **Domestic Partners**

Empowering Possibilities Unlimited, Inc. believes that basic medical and dental coverage should be available to employees and their dependents. To recognize non-traditional family arrangements and to demonstrate our commitment to our community of employees and their families, Empowering Possibilities Unlimited, Inc. has instituted a Domestic Partners Policy. This policy gives you the opportunity to cover a long-term, significant same sex partner under our benefits plans, as well as opposite sex partners for employees over 62 years of age. Empowering Possibilities Unlimited, Inc. wishes to make it clear that it cannot guarantee confidentiality of the relationship once a domestic partner is covered under our policy. See the Human Resources & Operations Manager for more information.

### **Benefits Continuation/COBRA**

The federal Consolidated Omnibus Budget Reconciliation Act (“COBRA”) gives you and your qualified beneficiaries the opportunity to continue insurance coverage under Empowering Possibilities Unlimited, Inc.’s health plan and dental plan when a “qualifying event” would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee’s hours or a leave of absence; an employee’s divorce or legal separation; and a dependent child no longer meeting eligibility requirements. Under COBRA, you or the beneficiary pays the full cost of coverage at Empowering Possibilities Unlimited, Inc.’s group rates. In addition, you or the beneficiary may be required to pay an administration fee. We will provide you with a written notice describing rights granted under COBRA when you become eligible for coverage under our plan. The notice contains important information about your rights and obligations.

### **Recreational Activities and Programs**

Empowering Possibilities Unlimited, Inc. or its insurer will not be liable for payment of workers’ compensation benefits for any injury that arises out of your voluntary participation in any off-duty recreational, social, or athletic activity that is not part of your work-related duties.

### **External Employee Education**

It may be necessary for you to attend training programs, seminars, conferences, lectures, meetings or other outside activities for the benefit of the organization or yourself. We may require attendance at such activities, or you may request attending. However, attendance will not be considered an officially authorized activity, subject to the following policies on

reimbursement and compensation, unless prior written approval has been issued by Human Resources. To obtain approval, you must submit a written request detailing all relevant information, including date, hours, location, cost, expenses, and nature, purpose and justification for attendance.

Where we require or authorize attendance, customary and reasonable expenses will be reimbursed upon submission of proper receipts. Customary and reasonable expenses generally include registration fees, materials, meals, transportation and parking. Reimbursement policies regarding these expenses should be discussed with your manager in advance.

Employee attendance at authorized outside activities will be considered hours worked for non- exempt employees and will be compensated in accordance with normal payroll practices.

This policy does not apply to your voluntary attendance, outside of normal working hours, at formal or informal educational sessions, even if such sessions may generally lead to improved job performance. While we generally encourage all employees to improve their job skills and promotional qualifications, such activities will not be subject to this policy regarding reimbursement or compensation unless prior written approval is obtained as discussed above.

### **Leaves of Absence**

Occasionally, for medical, personal, or other reasons, you may need to be temporarily released from the duties of your job with Empowering Possibilities Unlimited, Inc.. It is the policy of Empowering Possibilities Unlimited, Inc. to allow its eligible employees to apply for and be considered for certain specific leaves of absence.

All requests for leaves of absence shall be submitted in writing to your manager. Each request shall provide sufficient detail such as the reason for the leave, the expected duration of the leave, and the relationship of family members, if applicable. When you become aware of your need for leave, requests should be provided at least 30 days in advance. If your need for leave is not foreseeable, you should follow the organization's customary notice and procedural requirements for requesting leave. Failure to return to work as scheduled from an approved leave of absence or to inform your manager of an acceptable reason for not returning as scheduled will be considered a voluntary resignation of employment. While on a leave of absence you may not obtain other employment or apply for unemployment insurance. If either of these instances occurs, you may be viewed as having voluntarily resigned from the organization.

You will not accrue vacation or sick time \ while you are on a leave of absence, regardless of whether it is paid or unpaid. There are several types of unpaid leaves for which you may

be eligible.

### **Medical Leaves of Absence**

A medical leave of absence may be granted for non-work related temporary medical disabilities (other than pregnancy, childbirth and related medical conditions) for up to twelve weeks with a doctor's written certificate of disability. Requests for leave should be made in writing as far in advance as possible, but, requests should be provided at least 30 days in advance. If your need for leave is not foreseeable, you should follow the organization's customary notice and procedural requirements for requesting leave. If you are granted a medical leave we will pay you sick pay for the period of time equivalent to your accumulated sick pay earned. You also may use any paid vacation time previously accrued.

A medical leave begins on the first day your doctor certifies that you are unable to work and ends when your doctor certifies that you are able to return to work or after a total of twelve weeks, whichever occurs first. Your manager will supply you with a form for your doctor to complete, showing the date you were disabled and the estimated date you will be able to return to work. You must present a doctor's certificate showing fitness to return to work.

For the duration of any leave of absence health and life insurance benefits ordinarily provided by Empowering Possibilities Unlimited, Inc., and for which you are otherwise eligible, will be continued for a maximum period of 12 weeks from the start of the leave. For the duration of a pregnancy disability leave, health and life insurance benefits ordinarily provided by Empowering Possibilities Unlimited, Inc., and for which you are otherwise eligible, will be continued for the duration of your pregnancy disability leave. During this time, you will be required to contribute your portion of the premium on the same basis as you would have been required during your normal working relationship, including payment of any premium for the dependent coverage you have elected. If you wish to continue these benefits you may do so by electing to continue the benefit through the COBRA provisions, and by paying the applicable premiums.

You will not accrue vacation or sick time while you are on a medical leave of absence.

If returning from a non-work related medical leave, you will be offered the same position held at the time of leaving, if available. However, unless you are on a FMLA, CFRA or pregnancy disability leave, we cannot guarantee that your job or a similar job will be available upon your return. If Empowering Possibilities Unlimited, Inc. is unable to provide a job for you at the end of your leave, we will end your employment, but you will be eligible to apply for any opening that may arise for which you are qualified.

California workers' compensation laws govern work related injuries and illnesses. California pregnancy disability laws govern leaves taken because of pregnancy, childbirth and related medical conditions. We intend to fully comply with these laws. Please contact the Human



Resources & Operations Manager if you have any questions regarding these laws.

### **Alcohol and Drug Rehabilitation Leave**

Empowering Possibilities Unlimited, Inc. provides an unpaid leave to assist employees who recognize that they have a problem with alcohol or drugs that may interfere with their ability to safely and competently perform their job. If you have a problem with alcohol and/or drugs and decide to enroll voluntarily in a rehabilitation program you will be given unpaid time off. You are eligible to request this leave after 90 days of continuous employment.

During the leave, all available vacation and sick time will run concurrently with the leave. You will not accrue vacation time or sick time during this leave.

For the duration of any Alcohol and Drug Rehabilitation leave of absence, health and life insurance benefits ordinarily provided by Empowering Possibilities Unlimited, Inc., and for which you are otherwise eligible, will be continued for a maximum period of 12 weeks from the start of the leave. During this time, you will be required to contribute your portion of the premium on the same basis as you would have been required during your normal working relationship, including payment of any premium for the dependent coverage you have elected. If you wish to continue these benefits you may do so by electing to continue the benefit through the COBRA provisions, and by paying the applicable premiums.

### **Bereavement Leave**

Empowering Possibilities Unlimited, Inc. provides regular full-time employees up to two (2) days paid bereavement leave in the event of a death in your immediate family. For purposes of this policy, “immediate family” includes your spouse, parent, domestic partner, child, sibling; your spouse or domestic partner’s parent or child; your long time companion or domestic partner; and your grandparents or grandchildren. If you need to take time off due to the death of an immediate family member you should contact your manager. Your manager may approve additional unpaid time off

For the purposes of this section, immediate family shall be defined as: husband, wife, son, daughter, mother, father, sister, brother, your long time companion or domestic partner, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepparents and stepchildren.

### **Bone Marrow and Organ Donation Leave**

Employees who are donating an organ to another person may take a leave of absence not exceeding 30 business days (and which may be taken in one or more periods) in any one-year. Employees who are donating their bone marrow to another person may take a leave of absence not exceeding 5 days (and which may be taken in one or more periods) in any one year.



Requests for leave should be made in writing as far in advance as possible. You must provide a written medical certification from your health care provider to Empowering Possibilities Unlimited, Inc. that shows that you are a bone marrow or organ donor and that there is a medical necessity for the donation.

Bone Marrow and Organ Donation leave is a paid leave, however you are required to use up to 5 days of accrued but unused sick or vacation leave for bone marrow donation, and up to 2 weeks of accrued but unused sick or vacation leave for organ donation.

For the duration of a Bone Marrow or Organ Donation leave of absence health and life insurance benefits ordinarily provided by Empowering Possibilities Unlimited, Inc., and for which you are otherwise eligible, will be continued for a maximum period of 12 weeks from the start of the leave. During this time, you will be required to contribute your portion of the premium on the same basis as you would have been required during your normal working relationship, including payment of any premium for the dependent coverage you have elected.

When you are ready to return to work after a Bone Marrow or Organ Donation leave, you must provide certification from your medical care provider that you are able to safely perform all of the essential functions of your position with or without reasonable accommodation. Except as otherwise allowed by law, you are entitled, upon return from leave, to be reinstated in the position you held before the Bone Marrow or Organ Donation leave, or to be placed in a comparable position with comparable benefits, pay, and terms and conditions of employment.

### **Civil Air Patrol Leave**

Employees who volunteer for the California Wing of the Civil Air Patrol are allowed up to ten days of unpaid leave each year. This leave covers employees who are needed to respond to an emergency operational mission who have been employed by the organization for at least 90 days immediately preceding the requested leave. The organization reserves the right to verify the need for the leave with the Air Patrol.

### **Domestic Violence and Sexual Assault Victim Leave**

Empowering Possibilities Unlimited, Inc. takes threats and actions of domestic abuse and sexual assault against our employees very seriously, and wants employees to feel free to obtain services to keep themselves and their dependents safe.

If you have been employed for 90 consecutive days and at any time you need to be absent from work because you have been a victim of domestic violence or sexual assault, and you need to take time off to ensure your safety, seek medical treatment, or receive counseling as a result of domestic violence or sexual assault, please let your manager or the Human

Resources & Operations Manager know immediately. Your privacy will be protected to the greatest extent possible. You may use accrued vacation in lieu of unpaid time off for these purposes.

### **FMLA (Family Medical Leave Act) and CFRA (California Family Rights Act) Eligibility and Terms of the Leave**

If you have worked at least 12 months and for at least 1250 hours in the previous twelve (12) months and work at a worksite where the employer employs 50 or more employees either at the worksite or within 75 road miles of the worksite you will be eligible to take a family care and medical leave of absence under the Family and Medical Leave Act (“FMLA”) (“FMLA leave”) and the California Family Rights Act of up to twelve (12) workweeks in a 12-month period. Empowering Possibilities Unlimited, Inc. uses the Rolling Year for calculation of FMLA/CFRA. A "rolling" 12-month period measured backward from the date an employee uses any family leave. Each time an employee takes family leave, the remaining leave entitlement is any balance of the 12 workweeks not used during the immediately preceding 12 months.

If eligible, you may take an FMLA/CFRA leave for any one of the following reasons:

1. The birth of a child, in order to care for the child;
2. The placement of a child with you for adoption or foster care;
3. To care for your child, parent, domestic partner, or spouse who has a serious health condition;
4. To care for your own serious health condition;
5. Because of an "exigency" due to the employee's spouse, son, daughter, or parent who is on active duty in the Armed Forces, Reserve, or National Guard in support of a contingency operation; (FMLA Only) or
6. To care for a spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty. You will be eligible for up to 26 weeks of leave in a single (12) month period to care for injured service member for up to five years after discharge. (FMLA Only)

If the FMLA leave is needed for a foreseeable planned medical procedure, Empowering Possibilities Unlimited, Inc. will work with you to schedule the procedure so as not to unduly disrupt Empowering Possibilities Unlimited, Inc. operations, subject to the approval of the medical care provider. Leave to care for a newborn or a newly placed child must be concluded within one

(1) year of the birth or placement of the child. Where both parents are employed by Empowering Possibilities Unlimited, Inc., the two parents are entitled to a combined total of twelve (12) workweeks of FMLA leave in order to care for the newborn child or newly placed child.

### **Applying for Leave**

If possible, you should give at least thirty (30) days notice before beginning an FMLA leave. This notice must include a written certification from a medical care provider which includes the following information:

1. The date on which the serious health condition began;
2. The probable duration of the condition;
3. The leave if it is for the care of your child, parent, or spouse, the estimated amount of time the medical care provider believes you need in order to care for the child, parent, or spouse and a statement that the serious health condition warrants the participation of a family member.
4. If the leave is for you, a statement by your medical care provider that you are unable to perform one (1) or more of the essential functions of the job, due to your serious health condition.

### **Return to Work**

When you are ready to return to work after an FMLA leave, you must provide certification from your medical care provider that you are able to safely perform all of the essential functions of your position with or without reasonable accommodation. Except as otherwise allowed by law, you are entitled, upon return from leave, to be reinstated in the position you held before the FMLA leave, or to be placed in a comparable position with comparable benefits, pay, and terms and conditions of employment.

### **Integration with Other Benefits**

FMLA leave is unpaid. You are required to use accrued vacation for all FMLA leaves except for disability caused by pregnancy. If you take an FMLA leave due to a disability caused by pregnancy, you may not be required to use accrued vacation, but may choose to do so. You are required to use accrued sick leave for FMLA leaves for your own condition, including disability caused by pregnancy. You may elect to use up to half of the sick leave you accrue on an annual basis for FMLA leaves for illnesses of your child, parent or spouse. Sick leave pay and vacation pay will supplement any State Disability or Paid Family Leave benefits. Empowering Possibilities Unlimited, Inc. will maintain the group medical benefits during an

FMLA leave as may be required by law. However, Empowering Possibilities Unlimited, Inc. may recover any premium it has paid for maintaining group medical care coverage during any unpaid part of the FMLA leave if you fail to return from the leave, provided that the failure to return is for a reason other than the continuation, recurrence, or onset of a serious health condition, or other circumstances beyond your control. You will not accrue vacation or sick leave, nor be paid for holidays, during FMLA leave. You should make a “reasonable effort” to schedule such leave so as not to disrupt unduly Empowering Possibilities Unlimited, Inc.’s operations.

You will not accrue vacation or sick time while you are on a leave covered by the FMLA/CFRA.

### **Relationship with Pregnancy Disability Leave**

The provisions of this FMLA/CFRA leave policy are separate and distinct from those of the pregnancy disability leave to which you may also be entitled. Leave because of the employee’s disability for pregnancy, childbirth or related medical condition is not counted as time used under CFRA. However, time off because of pregnancy disability, childbirth or related medical condition does count as family and medical leave under FMLA. Employees who take time off for pregnancy disability and who are eligible for family and medical leave will also be placed on FMLA that runs at the same time as their pregnancy disability leave (PDL). Once the pregnant employee is no longer disabled, or once the employee has exhausted PDL and has given birth she may apply for leave under the CFRA, 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 of time. CFRA leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. However, the Organization will grant a request for a CFRA (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.

For the duration of your FMLA or CFRA leave, health and life insurance benefits ordinarily provided by Empowering Possibilities Unlimited, Inc., and for which you are otherwise eligible, will be continued for a maximum period of 12 weeks from the start of the leave. This obligation begins on the date leave first begins under FMLA/CFRA or FMLA/PDL. During this time, you will be required to contribute your portion of the premium on the same basis as you would have been required during your normal working relationship, including payment of any premium for the dependent coverage you have elected. If you wish to continue these benefits you may do so by electing to continue the benefit through the COBRA provisions, and by paying the applicable premiums.

### **Jury Duty or Witness Leave**

You may want to fulfill your civic responsibilities by serving on a jury or as a witness as required by law. You may request unpaid leave for the length of absence, unless the leave of absence is taken as vacation. We will comply with federal and state requirements on pay for exempt employees. You may be requested to provide written verification from the court clerk of having served.

You must show the jury duty or witness summons to your manager as soon as possible so that arrangements can be made to cover your absence. Of course, you are expected to report for work whenever the court schedule permits. If you are called for jury duty during a particularly busy time, we may ask you to request the court to postpone the mandatory jury duty to a more convenient time for us. You retain all fees paid for appearing, plus transportation reimbursements received, if any.

### **Literacy Assistance**

The organization assists employees who require unpaid time off to attend an adult literacy program. If you need such time off you should inform your manager. We will make every effort to accommodate your request. The Human Resources & Operations Manager will assist you in locating a local literacy education program. We will also make every effort to safeguard your privacy.

### **Military Leave**

If you wish to serve in the military and take military leave you should contact the Human Resources & Operations Manager for information about your rights before and after such leave. You are entitled to reinstatement upon completion of military service provided you return or apply for reinstatement within the time allowed by law.

### **Military Spouse Leave**

If your spouse is on leave from active military service, you may be eligible for 10 days of unpaid leave. Employees who work an average of 20 hours per week and have a spouse who is deployed during a period of military conflict are eligible for this leave. In order to determine whether you are eligible for leave, please contact the Human Resources & Operations Manager within two days of receiving official notice that your spouse will be on leave from deployment. You must submit written documentation certifying that your spouse will be on leave from deployment during the time the leave is requested.

## **Pregnancy Disability Leave**

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

Female employees are entitled to an unpaid Pregnancy Disability Leave (PDL) during the time they are disabled due to pregnancy, childbirth, or related medical conditions. This leave will be for the period of disability, up to four months or 17 1/3 workweeks. You are “disabled by pregnancy” if you are unable because of pregnancy to work at all, or are unable to perform the essential functions of your job, or to perform these functions without undue risk to successful completion of your pregnancy, or to other persons.

Leave may be taken intermittently or on a reduced work schedule when medically advisable, as determined by your medical care provider. Medical certification is required, and the length of Pregnancy Disability Leave will depend on the medical necessity for the leave. If you need intermittent leave or leave on a reduced schedule, Empowering Possibilities Unlimited, Inc. may require you to transfer, during the period of the intermittent or reduced schedule leave, to an available alternative position for which you are qualified and which better accommodates your recurring periods of leave. Transfer to an alternative position may include altering an existing job to better accommodate your need for intermittent leave or a reduced work schedule.

### **Applying For Leave**

If possible, you should give at least 30 days notice requesting a pregnancy-related leave. This notice must provide and include the expected date on which the leave will begin, written certification from your medical care provider stating the anticipated delivery date and the duration of the leave. Any request for a leave of absence after disability has ended will be treated as a request for family care leave which will run consecutively with pregnancy disability leave.

### **Return to Work**

Before returning to work, you must provide a release from your medical care provider certifying that you are able to safely perform all of the essential functions of your position with or without reasonable accommodation. Empowering Possibilities Unlimited, Inc. will reinstate you to your position unless:

1. Your job has ceased to exist for legitimate business reasons;
2. Your job could not be kept open or filled by a temporary employee without substantially undermining Empowering Possibilities Unlimited, Inc.’s ability to operate safely and efficiently;

3. You have directly or indirectly indicated your intention not to return;
4. You are no longer able to perform the essential functions of the job with or without reasonable accommodation;
5. You have exceeded the length of the approved leave; or
6. You are no longer qualified for the job.

If Empowering Possibilities Unlimited, Inc. cannot reinstate you to the position you held before the pregnancy disability leave began, Empowering Possibilities Unlimited, Inc. will offer you a comparable position, provided that a comparable position exists and is available, and provided that filling the available position would not substantially undermine Empowering Possibilities Unlimited, Inc.'s ability to operate safely and efficiently.

### **Integration with Other Benefits**

A pregnancy disability leave is unpaid, but you are required to use your accrued sick leave during the leave. In addition, you may elect to use accrued vacation during the leave. Sick leave and vacation will supplement any State Disability Insurance benefits. Empowering Possibilities Unlimited, Inc. will maintain group medical benefits during a pregnancy disability leave as required by law. No additional vacation, sick leave, or holiday pay will accrue during the leave. You may also, however, be eligible for short term disability benefits.

### **Continuation of Medical Benefits**

For the duration of your PDL leave of absence health and life insurance benefits ordinarily provided by Empowering Possibilities Unlimited, Inc., and for which you are otherwise eligible, will be continued for the duration of your pregnancy disability leave. During this time, you will be required to contribute your portion of the premium on the same basis as you would have been required during your normal working relationship, including payment of any premium for the dependent coverage you have elected. If you wish to continue these benefits you may do so by electing to continue the benefit through the COBRA provisions, and by paying the applicable premiums.

During your leave, you may take any accrued and unused vacation hours. The organization requires that you use any accrued, available paid sick time during your leave. The sick time will be paid out at the beginning of your absence. Vacation and sick time does not accrue during the length of your pregnancy disability leave.

### **School Activities and Day Care Leave**



The organization will allow employees who work at a location with 25 or more employees, time off to participate in school activities. An employee who is the parent, guardian, step-parent or foster parent of a child enrolled in a licensed child day care facility or in kindergarten through grade 12 may take up to 40 hours of unpaid time off per year (limited to 8 hours per month) to visit the child's facility or school, find or enroll the child in school or day care and cover child care emergencies. You must use vacation for the visits, and may be asked to provide documentation from the facility or school verifying the date and time of your visits.

### **School Appearance Leave**

If you are the parent or guardian of a child who has been suspended from school and you receive a notice from your child's school requesting that you attend a portion of a school day in the child's classroom, you may take unpaid time to appear at the school, unless you use accrued vacation. Before your planned absence, you must give reasonable notice to your manager that you have been requested to appear by your child's school.

### **Time Off for Victims of a Serious Crime**

If you have been employed for 90 consecutive days, under certain circumstances, employees who are victims of serious crimes may take time off work to participate in judicial proceedings. Qualified family members of such crime victims may also be eligible to take time off from work to participate in judicial proceedings. The law defines a serious crime to include violent or serious felonies, such as felonies involving theft or embezzlement, crimes involving vehicular manslaughter while intoxicated, child abuse, physical abuse of an elder or dependent adult, stalking, solicitation for murder, hit-and-run causing death or injury, driving under the influence causing injury, and sexual assault. When possible, you must provide us with advance notice of the need for the time off. Your privacy will be protected to the greatest extent possible. Time away from work for non-exempt employees will be without pay, unless you wish to use their accrued vacation or sick leave to cover the period of absence.

### **Time Off to Vote**

If you do not have sufficient time outside of working hours to vote in a statewide election, you may, without loss of pay, take off up to two hours of working time to vote. Such time must be at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from working, unless otherwise mutually agreed. You must notify us at least two working days in advance to arrange a voting time.



## **Volunteer Emergency Duty**

Empowering Possibilities Unlimited, Inc. will allow unpaid time off to employees who perform emergency duty as a volunteer firefighter, reserve peace officer, emergency rescue personnel, an officer, employee, or member of a disaster medical response entity sponsored or requested by the state. Additionally, emergency rescue personnel (paid and volunteer) are eligible to take up to 14 days per calendar year of leave for fire, law enforcement or emergency rescue training. If you are a volunteer firefighter, or perform other emergency personnel duties, please alert your manager so that he or she may be aware of the fact that you may have to take time off for emergency duty. When possible, you must provide us with advance notice of the need for the time off. Time away from work will be without pay, unless you wish to use your accrued vacation to cover the period of absence. In the event that you need to take time off for emergency duty, please alert your manager before doing so where possible.

## **Workers Compensation**

We, in accordance with state law, provide insurance coverage for employees in case of a work related injury. To ensure that you receive any workers' compensation benefits to which you may be entitled, you will need to:

1. Immediately report any work-related injury to your manager, or if not available, the Human Resources & Operations Manager.
2. Seek medical treatment and follow-up care if required.
3. Complete a written Employee's Claim Form (DWC Form 1) and return it to the Human Resources & Operations Manager.

Provide us with certification from your health care provider regarding the need for workers' compensation disability leave and your ability to return to work from the leave.

## **Return to Work Policy**

Empowering Possibilities Unlimited, Inc. is committed to returning injured employees to modified or alternative work as soon after a work related injury as possible. Temporarily modifying your job or providing you with an alternative position will do this. Your medical condition along with any limitations or restrictions given by the attending physician, will be considered as a priority when identifying the modified/alternative position.

The program is intended to provide our employees with an opportunity to continue as valuable members of our team while recovering from a work related injury. We want to

minimize any adverse effects of an ongoing disability on our employees. This program is intended to promote speedy recovery, while keeping the employees' work patterns and income consistent. At the same time, we benefit from having our employees providing a service and contribute to the overall productivity of our business.

### **Workers' Compensation and FMLA/CFRA**

Employees who are ill or injured as a result of a work-related incident and who are eligible for Family medical leave under state and federal law (Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA)) will be placed on FMLA/CFRA during the time they are disabled and not released to return to work. The leave under these laws runs concurrently, and eligible employees will be on FMLA/CFRA for a maximum of 12 weeks in a 12-month calendar year.

## **Acknowledgments**

I have received and read a copy of the Empowering Possibilities Unlimited, Inc. employee handbook. I understand that the policies and benefits described in it are subject to change except for the at will policy at the sole discretion of Empowering Possibilities Unlimited, Inc. at any time.

## **At Will Employment**

I further understand that my employment is at-will, and neither Empowering Possibilities Unlimited, Inc., nor I have entered into a contract regarding the duration of my employment. I am free to terminate my employment with Empowering Possibilities Unlimited, Inc. at any time, with or without cause. Likewise, the organization has the right to terminate my employment with or without cause, at our discretion. No employee of Empowering Possibilities Unlimited, Inc. can enter into an employment contract for a specified period of time or make any agreement contrary to this policy without the written approval of the Executive Director.

## **Future Revisions**

We reserve the right to revise, modify, delete, or add to any and all policies, procedures, work rules or benefits stated in this employee handbook or in any other document, except for the policy of at-will employment. Any written changes to this employee handbook will be distributed to all employees so that you will be aware of the new policies or procedures. No oral statements or representations can in any way change or alter the provisions of this employee handbook.

## **Illness and Injury Prevention Plan**

I acknowledge that I have read and understand Empowering Possibilities Unlimited, Inc.'s Illness and Injury Prevention Plan and that I agree to abide by these policies.

## **Drug and Alcohol Abuse Policy**

I certify that I have read the organization's Drug and Alcohol Abuse Policy and agree to abide fully by its terms. I understand that, as a condition of my employment, I must notify the organization of any conviction for a drug violation that occurs in the workplace within five days after such a conviction. I understand that any violation of the policy may result in serious disciplinary action, including immediate termination.

## **Offer to Translate**

Empowering Possibilities Unlimited, Inc. wants all employees to understand and comply

with the policies in this handbook. If I am unable to understand this handbook because of an inability to read or understand English, I have been directed to inform my manager. Empowering Possibilities Unlimited, Inc. can then help me understand the policies contained in this handbook and know what is expected of me. If I fail to request assistance, Empowering Possibilities Unlimited, Inc. will assume that I fully understand the contents contained in this handbook.



## Receipt and Acknowledgment of Empowering Possibilities Unlimited, Inc. Handouts

### Sexual Harassment Prevention Handout

I acknowledge that I have read and understand the *EPU Employee Handbook* policy on sexual harassment prevention in the workplace and reporting procedures in the event that harassment occurs.

### State Disability Insurance, Paid Family Leave and Unemployment Handouts

I acknowledge that I have received and reviewed the *EPU Employee Handbook* policy on state disability insurance, paid family leave and unemployment insurance as provided by the Employment Development Department.

### Workers' Compensation Handout

I acknowledge that I have received and reviewed the *EPU Employee Handbook* policy on workers' compensation benefits as provided by the California Chamber of Commerce.

### Dress Code Policy

I acknowledge that I have received and reviewed the organizational Dress Code policy. By signing below, I agree to adhere to the Dress Code policy and understand the implications of violating the policy.

### Attendance Policy

I acknowledge that I have received and reviewed the organizational Attendance policy. By signing below, I agree to adhere to the Dress Code policy and understand the implications of violating the policy.

### Meal and Rest Period Obligation and Acknowledgement

I acknowledge that I have received and reviewed the organizational Meal and Rest Obligation and Acknowledgment. By signing below, I agree to adhere to the Meal and Rest Period Obligation policy and understand the implications of violating the policy. If applicable, I have signed and submitted Waiver of Meal Period Request form to Human Resources. I understand this request can only be submitted if I regularly work more than five (5) hours and less than five (5) hours and 59 minutes.

### Employee Handbook

I acknowledge that I have received and reviewed the organizational Attendance policy. By signing below, I agree to adhere to the Dress Code policy and understand the implications of violating the policy.

Employee's Printed Name \_\_\_\_\_

Position: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_