



DOWNTOWN CHICO BUSINESS ASSOCIATION

EMPLOYEE HANDBOOK

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Executive Committee reviewed, recommended and adopted clarifications to the Employee Handbook, page 19 & 20, Employee Classification Definitions, page 34, Holiday Leave, and page 35, Paid Vacations (benefits not changed but clarified as to basis for calculating vacation earned based on hours worked).

ABOUT THIS HANDBOOK/DISCLAIMER

Welcome! As an employee of Downtown Chico Business Association (DCBA), a non-profit 501c4, you are an important member of a team effort. We hope that you will find your position with DCBA rewarding, challenging, and productive. We are highly selective in choosing new members of our team because our success depends upon the dedication of our employees, and we look to you to contribute to the success of DCBA.

We prepared this handbook to help employees find the answers to many questions that they may have regarding their employment with DCBA. Please take the necessary time to read it.

We do not expect this handbook to answer all questions. Management also serve as a major source of information.

Neither this handbook nor any other verbal or written communication by a management representative is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation, nor does it confer any contractual rights whatsoever. DCBA adheres to the policy of employment at-will, which permits DCBA or the employee to end the employment relationship at any time, for any reason, with or without cause or notice.

No DCBA representative other than the President may modify at-will status and/or provide any special arrangement concerning terms or conditions of employment in an individual case or generally and any such modification must be in a signed writing.

Many matters covered by this handbook, such as benefit plan descriptions, may also described in separate DCBA documents which become addendum to the Employee Handbook.

This handbook states only general DCBA guidelines. DCBA may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to end employment at-will, which may only be modified by an express written agreement signed by the employee, the President and/or Executive Committee.

This handbook supersedes all prior handbooks.

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Section 1 - GOVERNING PRINCIPLES OF EMPLOYMENT

1-1 Open Door Policy

All employees have the opportunity to express ideas and opinions to management. DCBA believes that open communication is essential to a successful work environment, as well as to DCBA's success. All employees may express ideas and opinions directly to DCBA management. Employees who would like to bring an idea or suggestion to DCBA's attention, or just simply wishes to discuss an issue not covered by a separate reporting procedure, are always welcome to email or call any member of management, the President or Executive Committee.

DCBA representatives all businesses in the downtown District footprint, DCBA employees are the face of those businesses.

All DCBA employees should be familiar with all DCBA policies by which DCBA operations (see Appendix)

1-2 Reasonable Accommodations & Interactive Dialogue

DCBA is committed to complying with applicable federal, state, and local laws governing reasonable accommodations of individuals, including, but not limited to, the Americans with Disabilities Act (ADA). To that end, we will endeavor to make a reasonable accommodation to applicants and employees who have requested an accommodation or for whom DCBA has noticed may require such an accommodation, without regard to any protected classifications, related to an individual's:

- Disability, meaning any physical, medical, mental, or psychological impairment, or a history or record of such impairment;
- Sincerely held religious beliefs and practices;
- Needs as a victim of domestic violence, sex offenses, or stalking;
- Needs related to pregnancy, childbirth, or related medical conditions; and/or
- Any other reason required by applicable law, unless the accommodation would impose an undue hardship on the operation of our business.

Any individual who would like to request an accommodation based on any of the reasons set forth above should contact a member of management. If an individual who has requested an accommodation has not received an initial response within five business days, the employee should contact another member of management, the President and Executive Committee.

After receiving a request for an accommodation or learning indirectly that the employee may require such an accommodation, DCBA will engage in an interactive dialogue with the employee.

Even if the employee has not formally requested an accommodation, DCBA may initiate an interactive dialogue under certain circumstances, such as when DCBA has knowledge that the employee's performance at work has been negatively affected and a reasonable basis to believe that the issue is related to any of the protected classifications set forth above, in compliance with applicable law. In the event DCBA initiates an interactive dialogue with an employee, it should not be construed as DCBA's belief an individual requires an accommodation, but will serve as an invitation for the employee to share with DCBA any information the employee desires to share, or to request an accommodation.

The interactive dialogue may take place in person, by telephone, or by electronic means. As part of the interactive dialogue, DCBA will communicate openly and in good faith with the employee in a timely manner in order to determine whether and how DCBA may be able to provide a reasonable accommodation. To the extent necessary and appropriate based on the request, DCBA will attempt to explore the existence and feasibility of alternative accommodations as well as alternative positions for the employee. DCBA is not required to provide the specific accommodation sought by the employee, provided the alternatives are reasonable and either meet the specific needs of the employee or specifically address the employee's limitations.

As part of the interactive dialogue, DCBA reserves the right to request supporting documentation to the maximum extent permitted by applicable law.

DCBA will endeavor to keep confidential all communications regarding requests for reasonable accommodations and all circumstances surrounding the employee's underlying reason for needing an accommodation.

DCBA will not allow any form of retaliation against employees who have requested an accommodation, for whom DCBA has noticed may require such an accommodation, or who otherwise engage in the interactive dialogue process.

Employees with questions regarding this policy should contact a member of management.

1-3 Equal Employment Opportunity

DCBA is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, color, religious creed, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth, and related medical conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, protected medical condition as defined by applicable state or local law (such as cancer), reproductive health decision making, genetic information, , or any other characteristic protected by applicable federal, state, or local laws and ordinances. DCBA's management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, access to facilities and programs, and general treatment during employment.

DCBA will endeavor to make a reasonable accommodation of an otherwise qualified applicant or employee related to an individual's: physical or mental disability; sincerely held religious beliefs and practices; needs as a victim of domestic violence, sex offenses, or stalking; needs related to pregnancy, childbirth, or related medical conditions; and/or any other reason required by applicable law, unless doing so would impose an undue hardship upon DCBA's business operations. Any applicant or employee who needs an accommodation to perform the essential functions of the job should contact a member of management to request such an accommodation. The individual should specify what accommodation is needed to perform the job and submit supporting documentation explaining the basis for the requested accommodation, to the extent permitted and in accordance with applicable law. DCBA will review and analyze the request, including engaging in an interactive process with the employee or applicant, to identify if such an accommodation can be made. DCBA will evaluate requested accommodations, and as appropriate identify other possible accommodations, if any. The individual will be notified of DCBA's decision within a reasonable period. DCBA treats all medical information submitted as part of the accommodation process in a confidential manner.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of a member of management. DCBA will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If employees feel they have been subjected to any such retaliation, they should contact a member of management. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to

discipline, up to and including discharge. All employees must cooperate with all investigations conducted pursuant to this policy.

1-4 Discrimination, Harassment, And Retaliation Prevention

DCBA does not tolerate and prohibits discrimination, harassment, or retaliation of or against job applicants, contractors, interns, volunteers, or employees by another employee, a member of management, vendor, customer, or third party based on actual or perceived race, color, creed, religion, age, sex, or gender (including pregnancy, childbirth, and related medical conditions), sexual orientation, gender identity, or gender expression (including transgender status), national origin, ancestry, marital status, protected medical condition as defined by state law (including cancer or genetic characteristics), physical or mental disability, military and veteran status, reproductive health decision making, genetic information, or any other characteristic protected by applicable federal, state, or local laws and ordinances. DCBA is committed to a workplace free of discrimination, harassment, and retaliation.

Our management team is dedicated to ensuring the fulfillment of this policy as it applies to all terms and conditions of employment, including recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, and general treatment during employment.

Discrimination Defined

Discrimination under this policy means treating differently or denying or granting a benefit to an individual because of the individual's protected characteristic.

Harassment Defined

Harassment is defined in this policy as unwelcome verbal, visual, or physical conduct creating an intimidating, an offensive or a hostile work environment that interferes with work performance. Harassment can be verbal (including slurs, jokes, insults, epithets, gestures, or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media, or e-mails), or physical conduct (including physically threatening another, blocking someone's way, etc.) that denigrates or shows hostility or aversion toward an individual because of any protected characteristic. Such conduct violates this policy, even if it is not unlawful. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

Sexual Harassment Defined

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, and other verbal or physical conduct of a sexual nature. Sexual harassment includes unwelcome or unwanted conduct that is either of a sexual nature or directed at an individual because of that individual's sex when:

- Submission to that conduct or to those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- The conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Examples of conduct that violate this policy include:

1. Unwelcome or unwanted sexual advances, flirtations, advances, leering, whistling, touching, pinching, assault, and blocking normal movement;
2. Requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. Obscene or vulgar gestures, posters, or comments;
4. Sexual jokes or comments about a person's body, sexual prowess, or sexual deficiencies;
5. Propositions or suggestive or insulting comments of a sexual nature;
6. Derogatory cartoons, posters, and drawings;
7. Sexually explicit e-mails, text messages, or voicemails;
8. Uninvited touching of a sexual nature;
9. Unwelcome or unwanted sexually related comments;
10. Conversation about one's own or someone else's sex life;
11. Conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. Teasing or other conduct directed toward a person because of the person's gender.

Retaliation Defined

Retaliation means adverse conduct taken because an individual reported an actual or a perceived violation of this policy, opposed practices prohibited by this policy, or participated

in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to:

- Shunning and avoiding an individual who reports harassment, discrimination, or retaliation;
- Express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination, or retaliation; and
- Denying employment benefits because an applicant or employee reported harassment, discrimination, or retaliation or participated in the reporting and investigation process described below.

All discrimination, harassment, and retaliation is unacceptable in the workplace and in any work-related settings such as business trips and business-related social functions, regardless of whether the conduct is engaged in by a member of management, a coworker, a client, a customer, a vendor, or another third party.

Reporting Procedures

The following steps have been put into place to ensure the work environment is respectful, professional, and free of discrimination, harassment, and retaliation. If the employee believes someone has violated this policy or the Equal Employment Opportunity Policy, the employee should promptly bring the matter to the immediate attention of a member of management. (Phone numbers are available through DCBA directory.) If this individual is the person toward whom the complaint is directed, the employee should contact any higher-level manager in the reporting chain. If the employee makes a complaint under this policy and has not received a satisfactory response within five business days, the President should be contacted immediately.

Any staff member who learns of any employee's concern about conduct in violation of this policy or the Equal Employment Opportunity Policy, whether in a formal complaint or informally, or who otherwise is aware of conduct in violation of this policy or our Equal Employment Opportunity Policy must immediately report the issues raised to a member of management. If the President is in violation of this policy or the Equal Employment Opportunity Policy, and your concern has not been addressed by another member of management, contact the Chair of the Board of Directors.

Investigation Procedures

Upon receiving a complaint, DCBA will promptly conduct a fair and thorough investigation into the facts and circumstances of any claim of a violation of this policy or the Equal Employment Opportunity policy. To the extent possible, DCBA will endeavor to keep the reporting employee's concerns confidential. However, complete confidentiality may not be possible in all circumstances.

During the investigation, DCBA generally will interview the complainant and the accused, conduct further interviews as necessary, and review any relevant documents or other information. Upon completion of the investigation, DCBA shall determine whether this policy has been violated based on its reasonable evaluation of the information gathered during the investigation. DCBA will inform the complainant and the accused of the results of the investigation.

DCBA will take corrective measures against any person who it finds to have engaged in conduct in violation of this policy, if DCBA determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension, or immediate termination. Anyone, regardless of position or title, who DCBA determines has engaged in conduct that violates this policy will be subject to discipline up to and including termination.

Training

Current California Law requires Employers with five or more employees to provide supervisors with two hours of sexual harassment prevention training within six months of hire and every two years thereafter. All DCBA employees are welcome to take the training on line but are not required to undergo harassment prevention training. For more information about this training, visit <https://calcivilrights.ca.gov/shpt/>. Seasonal employees should also attend harassment training.

Retaliation Prohibited

In addition to being a violation of this policy, harassment, discrimination, or retaliation also can be against the law. Employees who engage in conduct that rises to the level of a violation of law can be held personally liable for such conduct.

Remember, DCBA cannot remedy claimed discrimination, harassment, or retaliation unless employees bring these claims to the attention of management. Employees should not hesitate to report any conduct they believe violates this policy.

1-5 Drug-Free And Alcohol-Free Workplace

To help ensure a safe, healthy and productive work environment for our employees and others, to protect DCBA property, and to ensure efficient operations, DCBA has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for DCBA.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale, or distribution of controlled substances (including medical or recreational marijuana), drug paraphernalia, or alcohol by an individual anywhere on DCBA premises, while on DCBA business (whether or not on DCBA premises) or while representing DCBA, is strictly prohibited. Employees and other individuals who work for DCBA also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, which may impact the employee's ability to perform their job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work. However, this exception does not extend any right to report to work under the influence of lawful recreational or medical marijuana or to use such as a defense to a positive drug test, to the extent the employee is subject to any drug testing requirement, except as permitted by and in accordance with applicable law.

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

DCBA maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs, or jeopardizes the health and safety of any DCBA employee, including themselves.

Employees must notify DCBA within five calendar days if they are convicted of a criminal drug violation in the workplace. Within 10 days of such notification or other actual notice, DCBA will advise the federal granting agency of such conviction.

All employees are hereby advised that full compliance with the foregoing policy shall be a condition of employment at DCBA.

Any employee who violates the foregoing drug-free workplace policy described above shall be subject to discipline up to and including immediate discharge.

At the discretion of DCBA, any employee who violates the drug-free workplace policy may be required, in connection with or in lieu of disciplinary sanctions, to participate to DCBA's satisfaction in an approved drug assistance or rehabilitation program.

I1-6 Workplace Violence

DCBA is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to DCBA and personal property.

DCBA does not expect employees to become experts in psychology or to physically subdue a threatening or violent individual. Indeed, DCBA specifically discourages employees from engaging in any physical confrontation with a violent or potentially violent individual. However, DCBA does expect and encourage employees to exercise reasonable judgment in identifying potentially dangerous situations.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in DCBA policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or a member of management; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; or demonstrating a propensity to behave and react irrationally.

Prohibited Conduct

Threats, threatening language or any other acts of aggression or violence made toward or by any DCBA employee WILL NOT BE TOLERATED. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. To

the extent permitted by law, employees and visitors are prohibited from carrying weapons onto DCBA premises.

Procedures for Reporting a Threat

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom the employee feels comfortable. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede DCBA's ability to investigate and respond to the complaints. All threats will be promptly investigated. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If DCBA determines, after an appropriate good faith investigation, that someone has violated this policy, DCBA will take swift and appropriate corrective action.

If the employee is the recipient of a threat made by an outside party, that employee should follow the steps detailed in this section. It is important for DCBA to be aware of any potential danger in its offices. Indeed, DCBA wants to take effective measures to protect everyone from the threat of a violent act by employees or by anyone else.

Section 2 - OPERATIONAL POLICIES

2-1 At-Will Employment Relationship

DCBA hopes that every employee will find the employment relationship satisfying and rewarding in all respects. While we hope our relationship will be mutually beneficial, it needs to be emphasized that the employment relationship is "at-will." Your employment with DCBA is voluntarily entered into and we recognize that you are free to resign at any time, with or without cause or notice. Similarly, DCBA is free to end any employment relationship at any time it deems appropriate, with or without cause or notice. No one at DCBA other than the President or Executive Committee has the authority or legal ability to modify the at-will nature of the employment relationship, and even then it can be modified only in writing.

2-2 Selection Procedures

The President will ensure a reasonable recruitment period but may extend that period if necessary. To ensure continuity of services and programs during recruitment, the President may temporarily transfer a regular staff member to the vacant position. The President and/or an ad-hoc committee selected by President and/or Executive Committee will also consider the applications of current staff members possessing the required qualifications and will appoint a selected member. All applications will be submitted to the President on the prescribed application form. The President or a designee will screen and arrange interviews for qualified candidates. The President, Executive Committee and when appropriate depending on position the Board of Directors will have the final decision on all staff selections.

Executive Director and/or General Manager applicants will submit applications to a personnel committee, appointed by the President, Executive Committee, or Board of Directors, to select an when a vacancy exists.

2-3 Verification Of Ability To Work In The United States

All offers of employment are conditional upon verification of an applicant's right to work in the United States. Within the first three days of employment, each employee will be asked to provide original documents verifying his/her right to work in the United States and to sign a verification I-9 form required by federal law.

2-4 New Hires

The first nine months of continuous employment at DCBA is considered an orientation period. During this time you will learn your responsibilities, get acquainted with fellow employees and with DCBA. Completion of the orientation period does not entitle you to remain employed by DCBA for any definite period of time. DCBA reserves the right to extend your orientation period. Your status as an at-will employee does not change - the employment relationship can be terminated with or without cause and with or without advance notice, at any time by you or DCBA.

2-5 Job Duties

During the orientation period, a member of management will explain your job responsibilities and the performance standards expected of you. 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 to assist with other work necessary or important to the operation of your department or DCBA. Your cooperation and assistance in performing such additional work is expected.

DCBA reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

2-6 Performance Review

Depending on the employee's position and classification, DCBA endeavors to review performance annually. However, a positive performance evaluation does not guarantee an increase in salary, a promotion or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of management.

In addition to these formal performance evaluations, DCBA encourages employees and management to discuss job performance on a frequent and ongoing basis.

2-7 Your Employment Records

In order to obtain their position, employees have provided personal information, such as address and telephone number. This information is contained in their personnel file.

Employees should keep their personnel file up to date by informing supervisor or person handling supervisor or person handling human resources of any changes. Employees also should inform supervisor or person handling supervisor or person handling human resources of any specialized training or skills they acquire, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach employees in a crisis could cause a severe health or safety risk or other significant problem.

Employees have a right to inspect certain documents in their personnel file, as provided by law, in the presence of a DCBA representative at a mutually convenient time. Requests are to be made to the President or Executive Committee. No copies of documents in the file may be made, with the exception of documents previously signed by the employee. Comments may be added to any disputed item in the file.

2-8 Employee Classifications

For purposes of this handbook, all DCBA employees fall within one of the classifications below. To ensure clarity regarding employment status and related benefits, employees of the organization are classified as follows¹:

1. Full-Time Employees:

- Employees who are scheduled to work **35–40 hours per week**.
- Position may be non-exempt or exempt.
- Eligible for all applicable benefits offered by the organization.

2. Part-Time Employees:

- Employees who are scheduled to work **24–34 hours per week**.
- May be eligible for limited benefits, as specified by organizational policies.

3. Hourly or Other Employees:

- Employees who are scheduled to work **less than 24 hours per week**.
- Compensation is based on an hourly rate or other classification as determined by specific job roles.

¹ 1.23.2025 The Executive Committee reviewed the classifications and found that further definition and clarification was needed to cover all types of employees that might be hired to work for DCBA. The Executive Committee reviewed classifications, review California and federal law, review best practices and made changes as shown for 2-8 Employee Classifications. Approved by Executive Committee 1.23.2025.

4. **Seasonal Employees:**

- Employees hired for a **specific season or signature event**.
- Typically work **designated days and shifts** as required by the event schedule.
- Employment ends at the conclusion of the event or season.

5. **Short-Term and Intern Employees:**

- Employees hired for a **specific project or internship opportunity**.
- Employment is temporary and concludes upon **completion of the assigned project** or internship duration.

In addition to the above classifications, employees are categorized as either "**exempt**" or "**non-exempt**" for purposes of federal and state wage and hour laws. Employees classified as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. The employee will be informed of these classifications upon hire and informed of any subsequent changes to the classifications.

2-9 Timekeeping Procedures

Employees must record their actual time worked for payroll and benefit purposes. Non-exempt employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, on forms as prescribed by management.

Altering, falsifying or tampering with time records is prohibited and subjects the employee to discipline, up to and including discharge.

Exempt employees are required to record their daily work attendance and report full days of absence from work for reasons such as leaves of absence, sick leave or personal business.

Non-exempt employees may not start work until their scheduled starting time.

It is the employee's responsibility to sign time records to certify the accuracy of all time recorded. Any errors in the time record should be reported immediately to Supervisor, who will attempt to correct legitimate errors.

2-10 Working Hours, Rest Breaks, And Meal Periods

DCBA office normally is open for business from 10:00 am to 5:00 pm, Tuesday through Friday. Staff have flex hours to accommodate events that are held at night as well as office (welcome center) open on Saturday from 11:00 to 2:00 unless changes by management. Full time workers may work on Monday or Saturday.

Employees will be assigned a work schedule and will be expected to begin and end work according to the schedule. To accommodate the needs of the business, at some point DCBA may need to change individual work schedules on either a short-term or long-term basis. Overtime is available by request and approval of supervisor but is discouraged. To accommodate DCBA work hours for events flex schedule are available and should be used to schedule 8 hour work days.

Rest Breaks

Non-exempt employees who work three-and-one-half or more hours per day are authorized and permitted one 15-minute rest break for every four hours or major fraction thereof worked. For purposes of this policy, "major fraction" means any time greater than two hours. For example, if employees work more than six hours, but no more than 10 hours in a workday, they are authorized and permitted to take two 15-minute rest breaks: one during the first half of a shift and a second rest break during the second half of the shift. If employees work more than 10 hours but no more than 14 hours in a day, they are authorized and permitted to take three 15-minute rest breaks, and so on.

Rest breaks should be taken as close to the middle of each work period of four hours or major fraction thereof as is practical. Employees do not need to obtain a member of management's approval or notify a member of management when taking a rest break. Employees are encouraged to take their rest breaks; they are not expected to and should not work during their rest breaks. Non-exempt employees are paid for all rest break periods and do not need to clock out when taking a rest break.

Rest breaks may not be combined with another rest break or with the meal period. In addition, rest breaks may not be taken at the beginning or end of the work day to arrive late or leave early. Each rest break must be a separate break, meeting the requirements described above. If any work is performed during a rest break, or if the rest break is interrupted for any work-related reason, the employee is entitled to another uninterrupted paid rest break.

DCBA also provides cool down rest and recovery periods as needed to prevent heat illness for employees that perform work outdoors as required under applicable state law.

Meal Periods

Employees who work more than five hours in a workday are provided an unpaid, off-duty meal period of at least 30 minutes. Employees are responsible for scheduling their own meal periods, but they should confirm them with a member of management. Meal periods must begin no later than the end of the fifth hour of work. For example, the employee who begins working at 8:00 am must begin the meal period no later than 12:59 pm. When scheduling a meal period, employees should try to anticipate work flow and deadlines.

Employees who work more than 10 hours in a day are entitled to a second unpaid, off-duty 30-minute meal period. Employees entitled to a second meal period should schedule their second meal period so it begins no later than before the end of their 10th hour of work, meaning the meal period should begin after working no more than nine hours, 59 minutes.

During meal periods, employees are relieved of all duty and should not work during this time. When taking a meal period, employees should completely stop working for at least 30 minutes. Employees are prohibited from working "off the clock" during their meal period.

Those employees who use a time clock must clock out for their meal periods. These employees are expected to clock back in and promptly return to work at the end of any meal period. Those employees who record their time manually must accurately record their meal periods by recording the beginning and end of each work period. Unless otherwise directed by a member of management in writing, employees do not need to obtain a member of management's approval or notify a member of management when taking a meal period. Employees are to immediately notify supervisor or person handling Supervisor or person handling human resources if they believe that they are prevented by the nature of their work from taking a timely and/or complete meal period.

Meal Period Waiver

If no more than six hours of work will complete the day's work, employees may voluntarily waive the meal period in writing. Employees should see supervisor or person handling supervisor or person handling human resources to obtain this waiver form. If the employee works no more than 12 hours, the employee can waive the second meal period, but only if the first meal period was received and not waived in any manner. Any waiver of the second meal

period must be in writing and submitted before the second meal period. Employees should see supervisor or person handling supervisor or person handling human resources to obtain this waiver form. Employees who work more than 12 hours may not waive, and should take, their second unpaid, off-duty and uninterrupted 30-minute meal period.

No Working During Rest Breaks and Meal Periods

Employees are completely relieved of all work duties and responsibilities during their rest breaks and meal periods. All rest breaks and meal periods must be taken outside the work area, such as in a break room. Employees may leave the premises during rest breaks and meal periods. Employees should not visit or socialize with employees who are working while they are taking a rest break or meal period. Employees, including those in a sensitive position like security or information technology, are not expected to remain "on call" or available to respond to messages, monitor radios, telephones, email or other devices during meal periods and rest breaks.

Employees are required to immediately notify Supervisor or person handling human resources if they believe they are being pressured or coerced by any manager, supervisor or other employee to not take any portion of a provided rest break or meal period.

2-11 Overtime

Like most successful companies, DCBA experiences periods of extremely high activity. During these busy periods, additional work is required from all of us. Management is responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide employees with adequate advance notice in such situations.

Non-exempt employees generally will be paid overtime at the rate of time and one-half times their normal hourly wage for all hours worked in excess of eight hours in one day or 40 hours in one week, or for the first eight hours on the seventh consecutive day in the same workweek.

Non-exempt employees generally will be paid double-time for hours worked in excess of 12 hours in any workday or in excess of eight on the seventh day of the workweek.

Employees may work overtime only with management authorization.

For purposes of calculating overtime for non-exempt employees, the workweek begins at 12 a.m. on Sunday and ends 168 hours later at 12 a.m. on the following Sunday.

2-12 Lactation Breaks

DCBA supports the legal right and necessity of employees who choose to express milk in the workplace. This policy establishes guidelines for promoting a breastfeeding-friendly work environment and supporting lactating employees for as long as they desire to express breast milk.

DCBA will provide a reasonable amount of break time for employees who wish to express breast milk for their infant child each time the employee has a need to express milk, in accordance with applicable local, state, and federal law. If possible, the break time must run concurrently with rest and meal periods already provided. If break time cannot run concurrently with rest and meal periods, it will be unpaid, to the extent permitted by applicable law.

DCBA will provide breastfeeding employees with space, in close proximity to their work area, that is shielded from view and free from intrusion from co-workers and the public. The room or location may include the place where the employee normally works if it otherwise meets the requirements of the lactation space. Restrooms are prohibited from being used for lactation purposes.

Employees who need a lactation accommodation should submit a request for possible accommodation to Supervisor or person handling human resources. Upon receiving an accommodation request, DCBA will respond to the employee within five business days. DCBA and the employee shall engage in an interactive process to determine the appropriate accommodations.

DCBA may not be able to provide an accommodation if doing so would impose an undue hardship by causing significant difficulty or expense when considered in relation to the size, financial resources, nature, or structure of the business. If DCBA is unable to provide an accommodation because doing so would impose an undue hardship, DCBA will provide the employee with a written response that identifies the basis for denying the request for accommodation.

California law expressly prohibits discrimination or retaliation against lactating employees for exercising their rights granted by the ordinance. This includes those who request time to express breast milk at work and/or who lodge a complaint related to the right to lactation accommodations.

Employees have the right to file a complaint with the Labor Commissioner for any violation of the rights underlying this policy.

Employees can consult Supervisor or person handling human resources with questions regarding this policy.

2-13 Travel Time For Non-Exempt Employees

California non-exempt employees are paid for travel time in accordance with state law.

2-14 Safe Harbor Policy For Exempt Employees

It is DCBA policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure employees are paid properly and no improper deductions are made, employees must review their pay stubs promptly to identify and to report all errors.

If the employee believes a mistake has occurred or if the employee has any questions, the employee should use the reporting procedure outlined below.

Exempt salaried employees receive a salary which is intended to compensate for all hours worked for DCBA. This salary will be established at the time of hire or when the employee becomes classified as an exempt employee. While it may be subject to review and modification from time-to-time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under state law, salary is subject to certain deductions. For example, the employee's salary can be reduced for the following reasons:

- full-day absences for personal reasons;
- full-day absences for sickness or disability, if the available paid sick leave has been exhausted;
- intermittent absences, including partial-day absences, covered by the federal Family and Medical Leave Act, if other available paid leave has been exhausted;
- to offset amounts received as payment for jury and witness fees or military pay;
- during the first or last week of employment in the event the employee works less than a full week; and

- any work week in which the employee performs no work for DCBA.

Salary also may be reduced for certain types of deductions, such as the employee portion of health, dental or life insurance premiums; state, federal or local taxes, social security; or, voluntary contributions to a retirement plan.

In any workweek in which the employee performed any work, the employee's salary will not be reduced for any of the following reasons:

- partial-day absences for personal reasons, sickness or disability;
- absence on a holiday when the facility is closed or because the facility is otherwise closed on a scheduled workday;
- absences for jury duty, attendance as a witness or military leave in any week in which the employee has performed any work; and
- any other deductions prohibited by state or federal law.

If employees believe they have been subject to any improper deductions, they should immediately report the matter to Supervisor or person handling human resources. If Supervisor or person handling human resources is unavailable or if employees believe it would be inappropriate to contact that person (or if they have not received a prompt and fully acceptable reply), they should immediately contact a member of management, President or Executive Committee. If employees are unsure of whom to contact if they have not received a satisfactory response within five business days after reporting the incident, they should immediately contact the Secretary of the Board of Directors.

Every report will be fully investigated and corrective action will be taken where appropriate, up to and including termination for any employee who violates this policy. In addition, DCBA will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the investigation of such reports. Retaliation is unacceptable, and any form of retaliation in violation of this policy will result in disciplinary action, up to and including termination.

2-15 Your Paycheck

Employees will be paid semi-monthly for all the time worked during the past pay period.

Payroll stubs itemize deductions made from gross earnings. By law, DCBA is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These

required deductions also may include any court-ordered garnishments. Payroll stubs also will differentiate between regular pay received and overtime pay received.

If there is an error in any employee's pay, the employee should bring the matter to the attention of Supervisor or person handling human resources immediately so DCBA can resolve the matter quickly and amicably.

Paychecks will be given only to the employee, unless the employee requests that they be mailed, direct deposited or authorizes in writing that another person may accept the check.

2-16 Direct Deposit

DCBA strongly encourages employees to use direct deposit. Authorization forms are available from Supervisor or person handling human resources.

2-17 Business Expense Reimbursement

DCBA will reimburse employees for reasonable expenses incurred for business purposes including, but not limited to, meals, lodging, and transportation. Mileage driven in a personal automobile for business purposes will be reimbursed at the current IRS-approved rate per mile. All business travel and business purchases must be approved in advance by a member of management.

Employees should complete expense reimbursement reports within 30 days of incurring the expenses and submit the reports and receipts to Accounting.

2-18 Salary Advances

DCBA does not permit advances on paychecks or against accrued paid time off.

2-19 Bridging Of Time

DCBA will give credit to employees previously employed by the organization. The break in service time will be deducted from the employee's original service date for purposes of the following:

- Seniority date
- Vacation accrual

- Sick leave accrual

Employees whose break in service is less than the 90-day waiting period for health benefits will be reinstated into the health benefit plan in which they were enrolled prior to their termination.

2-20 Remote Work/Telecommuting

DCBA may allow employees to work remotely if their job duties and work performance are determined to be eligible for remote work. Eligibility will be decided on a case-by-case basis by DCBA. Employees also may be required to work remotely during periods of public health emergencies if government orders and mandates recommend such work.

This policy provides general information regarding remote work/telecommuting. Employees who are approved to work remotely should consult their individual agreement for specific details of their remote work/telecommuting arrangement, such as expected work hours, equipment provided, and other important information.

Any remote work/telecommuting arrangement may be discontinued by DCBA at any time and at the discretion of DCBA. Employees also may discontinue the arrangement but may not be guaranteed office space at DCBA's location.

At-Will Employment

This policy and any individual agreement addressing this work arrangement do not create a contract of employment and are not intended to be considered or construed as a promise of continued employment. Employment is at-will and may be discontinued at any time by DCBA or employee without notice, cause, or liability.

Hours of Work

Scheduled hours of work will be set by a member of management. Employees should maintain regular contact with management.

Nonexempt employees must accurately record all hours worked pursuant to DCBA's timekeeping system and take rest and meal breaks as if in DCBA's workplace and as required by law. Nonexempt employees may not work beyond scheduled working hours (including

working more than 40 hours in a workweek) without prior, written authorization from a member of management.

Location

Employees will provide, at their expense, a secure, dedicated work area. Employees are responsible for maintaining the work area in a safe, secure, and nonhazardous condition at all times. Employees will maintain security devices and procedures necessary to prevent use by unauthorized persons, including by preventing the connection of any DCBA-furnished computer system, network, or database to any computer, network, or database other than a computer, network, or database to which connections are provided or authorized by DCBA.

Duties

Employees are expected to follow all existing DCBA policies and procedures. The duties, obligations, responsibilities, and conditions of employment with DCBA remain unchanged. Employees must stay engaged with work throughout the workday and be fully available during normal business hours. If employees do not successfully perform their job duties remotely, this arrangement will be revoked. Employees are expected to follow existing DCBA policies with respect to scheduled and unscheduled time off, including the obligation to speak with a member of management before the scheduled start time in the event of an unscheduled absence, tardy, or early departure.

Accidents and Injuries

Employees agree to maintain safe conditions in the remote work space and to practice the same safety habits and rules applied on DCBA premises. If employees incur an injury arising out of the course and scope of the assigned job duties while working in the remote work space, the workers' compensation provisions in place for the state in which the employees are working will apply. Employees must notify management immediately and complete all necessary and/or requested documents regarding the reported injury. DCBA assumes no responsibility for injuries occurring in the remote work space outside normal working hours or for injuries that occur as a result of a reasonably recognizable unsafe remote work space.

Equipment

Employees agree to use electronic equipment that has been encrypted and meets all of DCBA's security requirements. If DCBA provides equipment for home use, employees agree to provide

a secure location for DCBA-owned equipment and will not use, or allow others to use, such equipment for purposes other than DCBA business. Employees have no expectation of ownership in such equipment, linkages, property, or other items installed or provided by DCBA. DCBA will bear the expense of removal of any such equipment, linkages, and installations provided by DCBA upon the termination of the remote work/telecommuting arrangement but not modification of or repairs to the work location. Employees hereby release DCBA from any damage or liability incurred in the installing or removal of the equipment provided by DCBA.

Return of DCBA Property

All equipment, records, and materials provided by DCBA will remain DCBA property. Employees agree to return DCBA equipment, records, and materials upon request. All DCBA equipment will be returned by employees for inspection, repair, or replacement as needed or requested or immediately upon termination of the remote work/telecommuting arrangement. All equipment must be returned within five business days of written notice to the employees.

Expenses

Upon presentment of receipts and in accordance with the Business Expense Reimbursement policy, DCBA will reimburse employees for certain preapproved expenses.

Regular household utility charges, such as electricity, water, phone, internet service, auto, homeowners' insurance, etc., are not reimbursable unless state law requires reimbursement.

Confidentiality

Employees agree that they are subject to DCBA's policies prohibiting the nonbusiness use or dissemination of DCBA's confidential business information. Employees will take all appropriate steps to safeguard DCBA's confidential business information, including segregating it from personal papers and documents, not allowing nonemployees to access such information, and keeping such information in locked drawers or file cabinets when not in use. Employees will maintain confidential information, including, but not limited to, information regarding DCBA's products or services, processing, marketing and sales, client lists, client e-mail addresses and mailing addresses, client data, orders, memoranda, notes, records, technical data, sketches, designs, plans, drawings, trade secrets, research and development data, experimental work, proposals, new product and/or service developments, project reports, sources of supply and material, operating and cost data, and corporate financial information.

2-21 Reductions In Workforce

DCBA is subject to revenue volatility; funding sources change frequently, sometimes without notice. It may be necessary from time to time to reduce hours, or even to eliminate a position.

If it is determined that reduction in workforce is necessary, the following procedures may be applied. The steps outlined below will be followed in a fair and consistent manner, but must be weighed against the ability of DCBA to achieve its work objectives. In meeting those needs, DCBA reserves the right to judge the feasibility of a hiring freeze or reduction in hours.

- Some or all staff recruitment and hiring may be frozen.
- Staff may be permitted to request a voluntary reduction in hours.
- If a voluntary reduction in hours is not sufficient to meet objectives, an involuntary reduction in hours may be implemented.
- In the event that reduction in hours is not feasible or sufficient to meet the reduction in personnel costs, layoffs will be implemented.

The following are some of the criteria, not necessarily in order of importance, which may be used in determining the order of layoffs.

- Ability to perform required work.
- Performance history (as documented chiefly by employee performance appraisals and other written documentation in personnel files).
- Seniority (original date of hire shall determine seniority, except in the case of a rehired staff member, in which case seniority shall be determined by the last date of hire; employees returning within six months shall retain their seniority date).
- Seniority shall be the controlling factor only when, in the judgment of the President, all other factors are substantially equal.

In the event of recall, an employee on layoff shall be given the opportunity to return to that position. If that employee declines for any reason, the position will be filled as any other vacancy. The right to recall shall exist for a maximum of six months from the date of layoff.

Employees returning within six months shall retain their seniority date and be credited with the amount of sick leave accrued at the time of layoff.

Affected employees shall receive all the benefits which would be payable in the event of termination.

- Accumulated vacation time;
- Employees (and dependents) covered by the company health plan at the time of layoff will have continuation rights as outlined by Cal COBRA.

Section 3 - BENEFITS

3-1 Benefits Overview

In addition to good working conditions and competitive pay, it is DCBA's policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include time-off benefits, such as vacations and holidays, and insurance and other plan benefits. We are constantly studying and evaluating our benefits programs and policies to better meet present and future requirements.

The next few pages contain a brief outline of the benefits programs DCBA provides employees. The information presented here is intended to serve only as guideline.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon request from Supervisor or person handling human resources. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this handbook.

Further, DCBA (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While DCBA intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

If employees have any questions regarding benefits, they should contact Supervisor or person handling human resources.

3-2 Paid Holidays

Full-time and part-time employees working 32 hours² or more will be paid for the following federally designated holidays (and day following holidays, assuming the holiday falls on a regularly scheduled work day for the employee:

1. New Year's Day (starting Wednesday Jan 1, 2025)
2. Martin Luther King, Jr. Day (starting Monday Jan 20, 2025)
3. President's Day (starting Monday, Feb 17, 2025)
4. Memorial Day (starting Monday May 26, 2025)
5. Juneteeth (starting Thursday June 19, 2025)
6. Independence Day (starting Friday July 4, 2025)
7. Labor Day (starting Monday, Sept 2, 2025)
8. Veterans' Day (starting Monday Nov 11, 2025)
9. Thanksgiving Day and Friday after Thanksgiving (this is not a floating holiday that can be switched).
10. Christmas Day and Day after if the day after falls on a regularly schedule work day (this is not a floating holiday that can be switched).

Additional holidays may be observed based on federal, state, or local designation and Board approval. Recognized holidays that are not listed maybe observed by an employee as vacation or unpaid day off. Employees may also ask to switch holidays if the holiday falls on the same day as the one being switched (days after Thanksgiving and Christmas cannot be switched).

To be eligible for holiday pay, a nonexempt employee must be regularly scheduled to work on the day on which the holiday falls and must work his or her scheduled working day immediately preceding and the scheduled working day immediately following the holiday, unless an absence on either day is approved by their Supervisors. Holiday hours paid does not count towards total hours worked when calculating total overtime hours. Exempt employees will receive their regularly scheduled pay during holiday. Part-time employees will receive the number of hours (prorated) they would receive if they would normally be scheduled to work on a holiday. During the weeks of Christmas and New Year's the office may be closed for several days, this will be decided by and notification given to employees by Supervisor.

² 1.23.2025 Executive Committee reviewed the language for holiday pay and have confirmed to remain as written and approved.

When holidays fall or are celebrated on a regular workday, eligible employees will receive one day's pay at their regular straight-time rate for the hours they would normally work. Eligible employees who are called in to work on a holiday will receive one day's pay at their regular straight-time rate, and an additional payment of one half straight-time for the actual time they work that day. Employees must have advanced approval to work on holiday and must have Supervisor sign off on time sheet.

If a holiday falls within an eligible employee's approved vacation period, the eligible employee will be paid for the holiday (at the regular straight-time rate assuming it would have been a regularly scheduled workday for the employee) in addition to the vacation day, or the eligible employee will receive an additional vacation day at the option of DCBA.

If a holiday falls within a jury duty or bereavement leave, the eligible employee will be paid for the holiday (at the regular straight-time rate) in addition to the leave day, or the eligible employee will receive an additional day off at the option of DCBA.

3-3 Paid Vacations

DCBA appreciates how hard employees work and recognizes the importance of providing time for rest and relaxation. DCBA fully encourages employees to get this rest by taking vacation time and encourages employees to utilize earned vacation in blocks of time, rather than on a day-by-day basis. Every effort will be made to grant employees' vacation preference, consistent with program and business priorities. However, if too many people request the same period of time off, DCBA reserves the right to choose who may take vacation during that period. Employees with the longest length of service generally will be given preference. Vacation requests must be submitted to a member of management at least two weeks in advance of requested vacation dates.

Full time employees are entitled to accrue vacation time beginning with the first full pay period after probation at the following rate³:

- 1) The rate Three, three-three-three (3.333) hours per pay period (80 hours / 10 days per year) for the first five years of service for those working 40 hours weeks

³ 1.23.2025 Executive Committee reviewed and added further clarification to vacation hours earned (did not change) but add clarity to reduce any questions on vacation earning policy by classification.

- 2) Full-time employees, working 35-39-hours per week, vacation is pro-rated based on hours worked per week as compared to a 40-hour work week (using example above for calculations)
- 3) Beginning the sixth year of service, full time employee working 40 hours would earn five hours per pay period (120 hours / 15 days per year). Full-time employees, working 35-39-hours per week, vacation after sixth year would be **pro-rated** based on hours worked per week as compared to a 40-hour work week (using example above for calculations)

Part time employees, 24-34-hours per week, vacation is **pro-rated based on hours worked per week** as compared to a 40-hour work week.

Example:

- 1) One point three-three (1.333) hours per pay period (32 hours / 4 days per year) for the first five years of service.
- 2) Two point six-six (2.666) hours per pay period (64 hours / 8 days per year) beginning with the six year of service.

Hourly, Seasonal, Short-term and Intern employees do not accrue paid vacation.

Employees become eligible to take accrued vacation after a 90-day probationary period and one full calendar month of satisfactory employment. The amount of vacation leave recorded will be based on the employee's normally scheduled hours for that day. Employees shall not take more vacation leave than the amount accrued. Abuse of this policy will constitute a performance issue.

The maximum vacation hours that can be accrued are 100% of the employee's greatest accruable vacation time in one year. Any hours accrued in excess of the 100% cap will be forfeited by the employee at the end of each calendar year (December 30).

Accrued, unused vacation is paid out upon separation.

3-4 Sick And Safe Time

Eligibility

Pursuant to the Healthy Workplaces, Healthy Families Act, DCBA provides paid sick leave to employees who work for DCBA in California for 30 or more days within a year. For employees who work in California who are eligible for sick time under another policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than any other policy and/or any other applicable sick time/leave law or ordinance.

DCBA's sick time policy meets California's minimum requirements.

All employees, including those classified as part-time and short-term, are eligible for paid sick time.

Accrual

All employees accrue paid sick time beginning with the first full pay period worked at a rate of one.six,six,six (1.666) hours per pay period worked or 41 hours per year after satisfying a 90-day employment period and works 30 days per year for the employer. Part-time employees accrue prorated sick time based on a 40-hour work week. Short-term accrue no less than one hour for every 30 hours worked, after work an employer for at least 30 days in a year, and satisfy a 90-day employment period, per California law.

Employees at the end of the year may carry over up to 5 day sick leave into the next year.

For purposes of this policy, the year is the consecutive 12-month period beginning January 1 and ending December 31.

Usage

Employees can use accrued paid sick leave after completion of one full calendar month of satisfactory employment.

Paid sick leave may be used for the following reasons:

- For diagnosis, care, or treatment of an existing health condition of or preventive care for, the employee or the employee's family member; or
- For the employee who is a victim of domestic violence, sexual assault, or stalking:

1. To obtain or attempt to obtain a temporary restraining order, restraining order, or other injunctive relief;
2. To help ensure the health, safety, or welfare of the victim or the victim's child;
3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;
5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or
6. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

For purposes of this policy, family member means a child (including biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands *in loco parentis*, all regardless of age or dependency status); spouse; registered domestic partner; parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of the employee or the employee's spouse or registered domestic partner or a person who stood *in loco parentis* when the employee was a minor child); grandparent; grandchild; sibling; or a designated person. Employees are limited to selecting one designated person per 12-month period for paid sick days.

Unless the employee advises a member of management otherwise, DCBA will assume employees want to use available paid sick leave for absences for reasons set forth above and employees will be paid for such absences to the extent they have paid sick leave available.

Employees will be notified of their available paid sick leave on each itemized wage statement.

Notice and Documentation

Notice to a member of management may be given orally or in writing. If the need for paid sick leave is foreseeable, the employee must provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee must provide notice of the need for the leave as soon as practicable.

Payment

Eligible employees will receive payment for paid sick leave at the same wage as the employee normally earns during regular work hours, unless otherwise required by applicable law, by the next regular payroll period after the leave was taken. Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Accrued paid sick time carries over from year to year but is subject to the accrual cap of 80 hours. The accrual cap is prorated for part-time employees based on hours worked per week as compared to a 40-hour work week. Once the accrual cap is reached, paid sick time will stop accruing until paid sick time is used.

Accrued but unused paid sick leave under this policy will not be paid at separation.

Enforcement and Retaliation

Retaliation or discrimination against any employee who requests paid sick days or uses paid sick days or both is prohibited and employees may file a complaint with the Labor Commissioner against an employer who retaliates or discriminates against any employee.

If employees have any questions regarding this policy, they should contact Supervisor or person handling human resources.

3-5 Insurance Programs

DCBA does not carry Health Insurance programs. However, Medical coverage is offered to all Full Time (part time employees are not eligible for health insurance) employees on the first day of the first month following their start date.

DCBA will cover cost of insurance for a full time employee not to exceed \$370.00 per month. Employee may elect their own policy, such as family or Covered California. If employee selects a policy that is more than \$370.00 per month, the increment cost above \$370.00 per month is paid for by employee. In the event of an increase in medical insurance premium rates, employees may be required to contribute to the cost of increased premiums to retain coverage. Unless otherwise mandated by law, employees on a leave of absence of more than [30 days] are responsible for paying the premiums of continuing health coverage. Failure to timely request and pay for such coverage will result in the loss of coverage.

Employee must submit copy of their health insurance invoice along with an expense reimbursement form signed by Supervisor to receive reimbursement of Health Coverage.

3-6 Workers' Compensation

On-the-job injuries are covered by DCBA's Workers' Compensation Insurance Policy, which is provided at no cost to employees. If injured on the job, no matter how slightly, employees should report the incident immediately to a member of management. Failure to follow DCBA procedures may affect one's ability to receive Workers' Compensation benefits.

Any leave of absence due to a workplace injury runs concurrently with all other DCBA leaves of absence. Reinstatement from leave is guaranteed only if required by law. Employees who need to miss work due to a workplace injury must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

DCBA or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

3-7 Statutory Short-Term Disability Benefits

DCBA provides statutory short-term disability insurance.

California State Disability Insurance (SDI) is a state-mandated, partial wage replacement insurance plan for employees. SDI provides short-term, financial benefits to eligible employees who suffer a loss of wages when unable to work due to a non-work-related illness or injury or when medically disabled due to pregnancy or childbirth.

This is solely a monetary benefit and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

3-8 Long-Term Disability Benefits

Full-time employees are eligible to participate in the Long-Term Disability plan, subject to all terms and conditions of the agreement between DCBA and the insurance carrier.

This is solely a monetary benefit and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

3-9 Paid Family Leave Benefits

Employees may be eligible to receive benefits through the California Paid Family Leave (PFL) program, which is administered by the Employment Development Department (EDD), when they take leave to:

- Care for a child, spouse, parent, grandparent, grandchild, sibling, parent-in-law, or registered domestic partner, with a serious health condition;
- Bond with a minor child within the first year of the child's birth or placement in connection with foster care or adoption; or
- Participate in a qualifying exigency related to the covered active duty or call to covered active duty of the employee's spouse, domestic partner, child or parent in the Armed Forces of the United States.

These benefits are financed solely through employee contributions to the PFL program. That program is solely responsible for determining if the employee is eligible for such benefits.

If employees need to take time off work for any of the reasons set forth above, they must advise DCBA, and they will be given information about the EDD's PFL program and how to apply for benefits. Employees also may contact their local EDD Office for further information. Employees should maintain regular contact with DCBA during the time off work so DCBA may monitor the employee's return-to-work status. In addition, the employee should contact DCBA when ready to return to work so DCBA may determine what positions, if any, are open.

Employees taking time off work for any of the reasons set forth above are not guaranteed job reinstatement unless they qualify for such reinstatement under federal or state family and medical leave laws.

Any time off for Paid Family Leave purposes will run concurrently with other leaves of absence, such as Family and Medical Leave/California Family Rights Act Leave, if applicable. Please see the "Family and Medical Leave/California Family Rights Act" policies in this handbook for eligibility requirements, if applicable.

3-10 Retirement Plan

DCBA does not have a retirement, 401K or IRA, plan.

3-11 Professional Development

Some employees may need to attend training programs, seminars, conferences, lectures, meetings, or other outside activities for the benefit of DCBA or the individual employees. Attendance at such activities, whether required by DCBA or requested by individual employees, requires the written approval of the President. To obtain approval, any employee wishing to attend an activity must submit a written request detailing all relevant information, including date, hours, location, cost, expenses, and the nature, purpose, and justification for attendance. The President will utilize the following criteria in determining whether activities will be considered professional development:

- The degree of job-relatedness;
- The degree that instruction will enhance technical skills of the employee;
- The availability and cost-effectiveness of instruction being requested, subject to budgetary constraints.

For attendance at events required or authorized by DCBA, customary and reasonable expenses will be reimbursed upon submission of proper receipts. Acceptable expenses generally include registration fees, materials, meals, transportation, and parking. Reimbursement policies regarding these expenses should be discussed with the President in advance.

Professional Development may be authorized to be taken with pay during office hours at the discretion of the President and will be compensated in accordance with normal payroll practices.

DCBA will pay non-exempt employees for their attendance at meetings, lectures, and training programs under the following conditions:

- Attendance is mandatory;
- The meeting, course, or lecture is directly related to the employee's job;
- The employee who is required to attend such meetings, lectures, or training programs will be notified of the necessity for such attendance by management;

- Any hours in excess of eight in a day or 40 in a week will be paid at the appropriate overtime rate, at the hourly rate in effect at the time the overtime work is being performed.

In the event that the activity is a college class or workshop, payment authorized by the President shall be conditional upon positive completion of the activity. The President may authorize an advance of up to 80% of the DCBA authorized contribution. Any such advance is subject to repayment should the employee not successfully complete the authorized training activity.

This policy does not apply to an employee's voluntary attendance, outside of normal working hours, at formal or informal educational sessions, even if such sessions generally may lead to improved job performance. While DCBA generally encourages all employees to improve their knowledge, job skills, and promotional qualifications, such activities do not qualify for reimbursement or compensation under this policy unless prior written approval is obtained as described previously.

3-12 Other

DCBA's offices are downtown which is in a parking district. Hotel Diamond a supporter of DCBA provide parking at no cost to DCBA employees. See Appendix and DCBA Parking Policy.

Section 4 - LEAVES OF ABSENCE

4-1 Personal Leave

If employees are ineligible for any other DCBA leave of absence, DCBA, under certain circumstances, may grant a personal leave of absence without pay. A written request for a personal leave should be presented to the General Manager or the President at least two weeks before the anticipated start of the leave. If the leave is requested for medical reasons and employees are not eligible for Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA), medical certification also must be submitted. The request will be considered on the basis of staffing requirements and the reasons for the requested leave, as well as performance and attendance records. Normally, a leave of absence will be granted for a period of up to eight weeks. However, a personal leave may be extended if, prior to the end of leave, employees submit a written request for an extension to the President and the request is granted. During the leave, employees will not earn vacation, personal days or sick days. We will continue health insurance coverage during the leave if employees submit their share of the monthly premium payments to DCBA in a timely manner, subject to the terms of the plan documents.

When the employees anticipate returning to work, they should notify management of the expected return date. This notification should be made at least one week before the end of the leave.

Upon completion of the personal leave of absence, DCBA will attempt to return employees to their original job or a similar position, subject to prevailing business considerations. Reinstatement, however, is not guaranteed.

Failure to advise management of availability to return to work, failure to return to work when notified or a continued absence from work beyond the time approved by DCBA will be considered a voluntary resignation of employment.

Personal leave runs concurrently with any DCBA-provided Short-Term Disability Leave of Absence.

4-2 Family Rights Leave

Employees may be entitled to a leave of absence under the California Family Rights Act (CFRA). This policy is intended to provide employees with information concerning CFRA entitlements

and obligations they may have during such leaves. If employees have any questions concerning CFRA leave, they should contact Supervisor or person handling human resources.

I. Eligibility

The CFRA provides eligible employees with a right to leave, health insurance benefits, and, with some limited exceptions, job restoration. To be an "eligible employee," the employee must:

- Have been employed by DCBA for at least 12 months (which need not be consecutive); and
- Have worked for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

II. Entitlements for CFRA Leave

A. Basic CFRA Leave Entitlement

The CFRA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined by a rolling 12-month period measured backward from the start date of the CFRA leave. Leave may be taken for any one, or for a combination, of the following reasons:

- Bonding and/or caring for a newborn child;
- For placement with the employee of a child for adoption or foster care and to care for the newly placed child;
- To care for the employee's spouse, registered domestic partner, child, parent, grandparent, grandchild, sibling, or designated person with a serious health condition;
- For the employee's own serious health condition (excluding pregnancy-related disability) that makes the employee unable to perform one or more of the essential functions of their job; and/or
- Because of any qualifying exigency arising out of the fact that the employee's spouse, registered domestic partner, son, daughter, or parent is a military member on covered active duty status (or has been notified of an impending call or order to covered active duty status) in the Reserve component of the Armed Forces for deployment to a foreign country in support of a contingency operation or Regular Armed Forces for deployment to a foreign country.

Leave to care for one's child after birth or placement for adoption or foster care must be taken within one year of the child's birth or placement.

Under the CFRA, a serious health condition is an illness, injury, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care or any period of incapacity; or continuing treatment by a health care provider, including but not limited to treatment for substance abuse. The CFRA defines "inpatient care" broadly and includes a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with inpatient care or any period of incapacity. A person will be considered an "inpatient" when formally admitted to a health care facility with the expectation that they will remain at least overnight and occupy a bed, even if ultimately discharged or transferred to another facility and do not actually remain overnight. The CFRA defines "incapacity" as the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment or the recovery that it requires.

Under the CFRA, subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty, and attending post-deployment reintegration briefings.

For purposes of CFRA leave, "child" means a biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands *in loco parentis*. "Grandchild" means a child of the employee's child. "Grandparent" means a parent of the employee's parent. "Parent" means a biological, foster, or adoptive parent, parent-in-law, a stepparent, a legal guardian, or other person who stood *in loco parentis* to the employee when the employee was a child. "Designated person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave but an employee is limited to one designated person per 12-month period for family care and medical leave.

A leave of absence in connection with a workers' compensation injury/illness or for which the employee receives disability or State of California Paid Family Leave benefits generally will be considered a leave for serious health conditions and will run concurrently with CFRA leave.

B. Intermittent Leave and Reduced Leave Schedules

CFRA leave will usually be taken for a period of consecutive days, weeks, or months. However, employees also are entitled to take CFRA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member. Intermittent or reduced work schedule leave may be taken for absences where the employee or family member is incapacitated or unable to perform the essential functions of the position because of a chronic serious health condition, even if they do not receive treatment by a health care provider. Intermittent or reduced work schedule leave also may be taken for any qualifying exigency.

Employees also are eligible for intermittent leave for bonding with a child following birth or placement. Intermittent leave for bonding purposes generally must be taken in two-week increments, but DCBA permits two occasions where the leave may be for less than two weeks.

C. Health Insurance Benefits

During CFRA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued work.

D. No Work While on Leave

The taking of another job while on FMLA/CFRA leave or any other authorized leave of absence is prohibited except as authorized by DCBA and/or if permitted by applicable law.

E. Restoration of Employment and Benefits

At the end of CFRA leave, employees generally have a right to return to the same or comparable position they held before the CFRA leave. Use of CFRA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's CFRA leave.

F. Notice of Eligibility for, and Designation of, CFRA Leave

Employees requesting CFRA leave are entitled to receive written notice from DCBA telling them whether they are eligible for CFRA leave and, if not eligible, the reasons why they are not eligible. When eligible for CFRA leave, employees are entitled to receive written notice of: (1) their rights and responsibilities in connection with such leave; (2) DCBA's designation of leave as CFRA-qualifying or non-qualifying, if not CFRA-qualifying, the reasons why; and (3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

DCBA will respond to a leave request within five business days. Once given, approval shall be deemed retroactive to the date of the first day of the leave. DCBA may designate CFRA leave retroactively with appropriate notice provided that doing so does not cause harm or injury to the employee. In other cases, DCBA and employee can mutually agree that leave is retroactively designated as CFRA leave.

III. Employee Obligations for CFRA Leaves

A. Provide Notice of the Need for Leave

Employees who take CFRA leave must timely notify DCBA of their need for CFRA leave. The following describes the content and timing of such notices.

1. Content of Notice

To trigger CFRA leave protections, employees must inform Supervisor or person handling human resources of the need for CFRA-qualifying leave and the anticipated timing and duration of the leave, if known. This may be accomplished by either requesting CFRA leave specifically or explaining the reasons for leave so as to allow DCBA to determine that the leave is CFRA-qualifying. For example, employees might explain that:

- A medical condition renders them unable to perform the functions of their job;
- They are pregnant;
- They or a covered family member have been hospitalized overnight;
- They or a covered family member are under the continuing care of a health care provider;
- The leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active duty status; or

- If the leave is for a family member, that the condition renders the family member unable to perform daily activities.

Calling in sick, without providing the reasons for the needed leave, will not be considered sufficient notice for CFRA leave under this policy. Employees must respond to DCBA's lawful questions to determine if absences are potentially CFRA-qualifying.

If employees fail to explain the reasons for CFRA leave, the leave may be denied. When employees seek leave due to CFRA-qualifying reasons for which DCBA has previously provided CFRA protected leave, they must specifically reference the qualifying reason for the leave or the need for CFRA leave.

2. Timing of Notice

Employees must provide 30 days' advance notice of the need to take CFRA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must notify DCBA of the need for leave as soon as practicable under the circumstances. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy CFRA notice obligations, may have CFRA leave delayed or denied.

B. Cooperating in the Scheduling of Leave

When planning medical treatment for themselves or their family members or requesting to take leave on an intermittent or reduced schedule work basis, employees must consult with DCBA and make a reasonable effort to schedule treatment to minimize disruption of DCBA operations. Employees must consult with DCBA prior to the scheduling of treatment in order to work out a treatment schedule that best suits the needs of both DCBA and the employees, subject to the approval of the applicable health care provider. To the extent permitted by applicable law, when employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including a period of recovery from a serious health condition, DCBA may temporarily transfer employees to alternative positions with equivalent pay and benefits for which they are qualified and which better accommodate recurring periods of leave.

C. Submit Initial Medical Certifications Supporting Need for Leave (Unrelated to Requests for Military Family Leave)

Depending on the nature of CFRA leave sought, employees may be required to submit medical certifications supporting their need for CFRA-qualifying leave. As described below, there generally are three types of CFRA medical certifications: an initial certification, a recertification, and a return-to-work/fitness-for-duty certification.

It is the employee's responsibility to provide DCBA with timely, complete, and sufficient medical certifications. Whenever DCBA requests employees to provide CFRA medical certifications, employees must provide the requested certifications within 15 calendar days after the request, unless it is not practicable to do so despite diligent, good faith efforts. DCBA will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to address deficiencies. DCBA will delay or deny CFRA leave to those who fail to address deficiencies or otherwise fail to submit requested medical certifications in a timely manner.

DCBA management may contact the employee's health care provider to authenticate a medical certification.

Whenever DCBA deems it appropriate to do so, it may waive its right to receive timely, complete, and/or sufficient CFRA medical certifications.

1. Initial Medical Certifications

Employees requesting leave because of their own, or a covered family member's, serious health condition must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins.

If DCBA has reason to doubt the validity of an initial medical certification regarding the employee's own serious health condition, it may require the employee to obtain a second opinion at DCBA's expense. If the opinions of the initial and second health care providers differ, DCBA may, at its expense, require employees to obtain a third, final, and binding certification from a health care provider designated or approved jointly by DCBA and the employee. DCBA will reimburse employees for any reasonable out-of-pocket travel expenses incurred to obtain second or third medical opinions.

2. Medical Recertifications

Depending on the circumstances and duration of CFRA leave, DCBA may require employees to provide recertification of medical conditions giving rise to the need for leave. DCBA will notify employees if recertification is required and will give them at least 15 calendar days to provide medical recertification. Recertification will be requested only when the original certification has expired and additional leave is requested.

3. Return-to-Work Release

Unless notified that providing such certifications is not necessary, employees returning to work from CFRA leaves that were taken because of their own serious health conditions must provide a release to return to work from their healthcare provider stating they are able to resume work. Employees taking intermittent leave may be required to provide a return-to-work release for such absences up to once every 30 days if reasonable safety concerns exist regarding their ability to perform their duties. DCBA may delay and/or deny job restoration until employees provide return-to-work releases.

D. Submit Certifications Supporting Need for Military Family Leave

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, DCBA may require them to provide: (1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to active duty status and the dates of the military member's covered active duty service; and (2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active-duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active-duty status of the same or a different military member.

E. Reporting Changes to Anticipated Return Date

If the employee's anticipated return to work date changes and it becomes necessary for them to take more or less leave than originally anticipated, they must provide DCBA with reasonable notice (i.e., within two business days) of the changed circumstances and new return to work date. If employees give DCBA unequivocal notice of their intent not to return to work, they will

be considered to have voluntarily resigned and DCBA's obligation to maintain health benefits (subject to COBRA requirements) and to restore their positions will cease.

F. Substitute Paid Leave for Unpaid CFRA Leave

Employees are required to substitute accrued paid time while taking an unpaid CFRA leave as follows:

- If employees request CFRA leave because of their own serious health condition (excluding absences for which they are receiving workers' compensation or short-term disability benefits), they must first substitute any accrued paid vacation, sick, or other paid time off for unpaid family/medical leave.
- If employees request CFRA leave to care for a covered family member with a serious health condition, they must first substitute any accrued paid vacation or other paid time off for unpaid family/medical leave. Once vacation or paid time off is exhausted, upon their written request, they can substitute paid sick leave for unpaid CFRA leave to care for a covered family member with a serious health condition.
- If employees request CFRA leave to bond with a newborn or newly placed child, they must first substitute any accrued paid vacation or other time off for unpaid family/medical leave.

For purposes of this substitution requirement, leave is not unpaid during any time for which employees receive compensation from the State of California under its State Disability Insurance or Paid Family Leave programs or when receiving compensation from worker's compensation. Employees will not be required to use accrued paid leave hours during any time off under this policy for which they are receiving compensation under these programs. However, where applicable and permitted by law, employees will be required to use paid leave accruals during any waiting periods applicable to these programs and upon written request, DCBA will allow employees to use accrued paid time off to supplement any paid workers' compensation, disability or Paid Family Leave benefits.

The substitution of paid time off for unpaid family/medical leave time does not extend the length of any CFRA leave and the paid time off runs concurrently with any CFRA entitlement.

G. Pay Employees' Share of Health Insurance Premiums

As noted above, during CFRA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. If paid leave is

substituted for unpaid family/medical leave, DCBA will deduct employees' shares of the health plan premium as a regular payroll deduction. If CFRA leave is unpaid, employees must pay their portion of the premium through a method determined by the DCBA upon leave. DCBA's obligation to maintain health care coverage ceases if the employee's premium payment is more than 30 days late. If the premium payment is more than 15 days late, DCBA will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date.

If employees do not return to work for at least 30 calendar days after the end of the leave period (unless they cannot return to work because of a serious health condition or other circumstances beyond their control) they will be required to reimburse DCBA for the cost of the premiums DCBA paid for maintaining coverage during their unpaid CFRA leave.

IV. Coordination of CFRA Leave with Other Leave Policies

The CFRA does not affect any federal, state, or local law prohibiting discrimination, or supersede any federal, state, or local law which provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when CFRA leave is either not available or exhausted, please consult DCBA's other leave policies in this Handbook or contact Supervisor or person handling human resources.

V. Questions and/or Complaints About CFRA Leave

If employees have questions regarding this policy, they should contact Supervisor or person handling human resources. DCBA is committed to complying with the CFRA and will interpret and apply this policy in a manner consistent with the CFRA.

4-3 Pregnancy Disability Leave

If employees are disabled by pregnancy, childbirth or related medical conditions, they are eligible to take a pregnancy disability leave (PDL). If affected by pregnancy or a related medical condition, employees also are eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated. Employees disabled by qualifying conditions may also be entitled to other reasonable accommodations where doing so is medically necessary. In addition, if it is medically advisable for employees to take intermittent leave or work a reduced schedule, DCBA may require them to transfer temporarily to an alternative position with equivalent pay and benefits that can better accommodate recurring periods of leave.

The PDL is for any period(s) of actual disability caused by pregnancy, childbirth or related medical condition up to four months per pregnancy. For purposes of this policy, "four months" means time off for the number of days the employee would normally work within the four calendar months (one-third of a year or 17 1/3 weeks), following the commencement date of taking a pregnancy disability leave. For a full-time employee who works 40 hours per week, "four months" means 693 hours of leave entitlement, based on 40 hours per week times 17 1/3 weeks. Employees working a part-time schedule will have their PDL calculated on a pro rata basis.

The PDL does not need to be taken in one continuous period of time, but can be taken on an intermittent basis pursuant to the law.

Time off needed for prenatal or postnatal care, severe morning sickness, gestational diabetes, pregnancy-induced hypertension, preeclampsia, doctor-ordered bed rest, postpartum depression, loss or end of pregnancy, and recovery from childbirth or loss or end of pregnancy are all covered by PDL.

To receive reasonable accommodation, obtain a transfer or take a PDL, employees must provide sufficient notice so DCBA can make appropriate plans. Advance notice of 30 days is required if the need for the reasonable accommodation, transfer or PDL is foreseeable, otherwise as soon as practicable if the need is an emergency or unforeseeable.

Employees are required to obtain a certification from their health care provider of the need for pregnancy disability leave or the medical advisability of an accommodation or for a transfer. The certification is sufficient if it contains: (1) a description of the requested reasonable accommodation or transfer; (2) a statement describing the medical advisability of the reasonable accommodation or transfer because of pregnancy; and (3) the date on which the need for reasonable accommodation or transfer became or will become medically advisable and the estimated duration of the reasonable accommodation or transfer.

A medical certification indicating disability necessitating a leave is sufficient if it contains: (1) a statement that the employee needs to take pregnancy disability leave because she is disabled by pregnancy, childbirth or a related medical condition; (2) the date on which the employee became disabled because of pregnancy; and (3) the estimated duration of the leave.

Upon request, the employee will be provided with a medical certification form that the employee can take to her doctor.

As a condition of returning from pregnancy disability leave or transfer, DCBA requires the employee to obtain a release from a health care provider stating that she is able to resume the original job duties with or without reasonable accommodation.

PDL is unpaid. At the employee's option, she can use any accrued sick, vacation time, or other accrued paid time off as part of the PDL before taking the remainder of leave on an unpaid basis. The substitution of any paid leave will not extend the duration of the PDL. Employees who participate in the DCBA's group health insurance plan will continue to participate in the plan while on PDL under the same terms and conditions as if they were working. Employees should make arrangements for payment of their share of the insurance premiums.

We encourage employees to contact the California Employment Development Department regarding eligibility for state disability insurance for the unpaid portion of the leave.

If employees do not return to work on the originally scheduled return date, nor request in advance an extension of the agreed upon leave with appropriate medical documentation, they may be deemed to have voluntarily terminated their employment with DCBA. Failure to notify DCBA of their ability to return to work when it occurs or continued absence from work because the leave must extend beyond the maximum time allowed, may be deemed a voluntary termination of employment with DCBA, unless employees are entitled to Family and Medical Leave or entitled to further leave pursuant to applicable law.

Upon return from a covered PDL, the employee, in most instances, will be reinstated to the same position.

Taking a PDL may affect some benefits and the employee's seniority date. The employee may request more information regarding eligibility for PDL and the impact of the leave on seniority and benefits.

4-4 Bereavement Leave

Employees who have been employed for at least 30 days may take bereavement leave of up to five days upon the death of a family member. For the purposes of this policy, a family member includes a spouse or a child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law.

Bereavement leave need not be consecutive but must be completed within three months of the family member's death.

Bereavement leave will be unpaid. However, employees may substitute accrued vacation, personal days, or sick leave during unpaid leave taken under this policy, but this substitution does not extend the length of the leave.

Employees, if requested by DCBA, within 30 days of the first day's leave must provide documentation of the death of the family member. Documentation includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

DCBA will maintain the confidentiality of any employee requesting leave under this policy including documentation provided to DCBA related to a request for leave. Employees wishing to utilize bereavement leave should contact Supervisor or person handling human resources. Employees will not be subject to adverse action for exercising rights or attempting to exercise rights under this policy, opposing practices that they believe to be in violation of this policy, or supporting the exercise of rights of another under this policy.

4-5 Reproductive Loss Leave

Employees who have been employed for at least 30 days will be provided with up to five days of reproductive loss leave following a reproductive loss event. Employees who experience more than one reproductive loss event within a 12-month period are limited to 20 days of reproductive loss leave in a 12-month period. For purposes of this policy, a reproductive loss event means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction via artificial insemination or an embryo transfer.

Leave may only be taken on regularly scheduled workdays. Leave does not need to be taken on consecutive days. Leave must be completed within three months of the reproductive loss event, except if the employee is on some other leave from work prior to or immediately following a reproductive loss event, the reproductive loss leave is available for use during the three months following the end date of the other leave.

Reproductive loss leave is unpaid, except to the extent the employee is eligible for paid leave for these purposes under other DCBA policies. The employee may elect to use accrued vacation, personal days, or sick leave to receive pay during any unpaid leave taken under this policy. Leave provided pursuant to this policy will run concurrently with any other applicable leave of absence for covered reasons, to the maximum extent permitted by applicable law. The

substitution of paid time for unpaid leave time does not extend the length of leave and the paid time will run concurrently with the employee's reproductive loss leave entitlement.

Employees must inform a member of management prior to commencing reproductive loss leave. DCBA will maintain the confidentiality of any employee requesting leave under this policy including information provided to DCBA related to a request for leave.

4-6 Time Off For Crime Victims

Employees who have been victims of serious or violent felonies, as specified under California law, or felonies relating to theft or embezzlement, may take time off work to attend judicial proceedings related to the crime. Employees also may take time off if an immediate family member has been a victim of such crimes and the employee needs to attend judicial proceedings related to the crime. "Immediate family member" is defined as spouse, registered domestic partner, child, child of registered domestic partner, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father or stepfather.

Employees must give a member of management a copy of the court notice given to the victim of each scheduled proceeding before taking time off, unless advance notice to DCBA of the need for time off is not feasible. When advance notice is not feasible, the employee must provide DCBA with documentation evidencing the judicial proceeding, within a reasonable time after the absence. The documentation may be from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office or the victim/witness office that is advocating on behalf of the victim.

Employees may elect to use accrued paid vacation time, paid sick leave time or other paid time off for the absence. If the employee does not elect to use paid time off, the absence will be unpaid. However, exempt employees will be paid their full salary for any workweek interrupted by the need for time off under this policy.

4-7 Witness Leave

An employee called to serve as a witness in a judicial proceeding must notify a member of management as soon as possible.

Nonexempt employees will not be compensated for time away from work to participate in a court case, but may use available vacation and personal time to cover the period of absence, as well as paid sick leave if the employee is the victim of a crime. (See also policy California:

Time Off for Crime Victims.) Employees that appear in court to testify as a witness or victim, or to consult with a district attorney or obtain an order of protection, will not be disciplined or discharged for their absence.

4-8 Jury Duty

DCBA realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of a request to perform jury duty and verification of their service.

Employees also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury duty.

Employees on jury duty leave will be paid for their jury duty service in accordance with state law; however, exempt employees will be paid their full salary for any week in which time is missed due to jury duty if work is performed for DCBA during such week.

4-9 Voting Leave

In the event employees do not have sufficient time outside of working hours to vote in a statewide election, employees may take off sufficient working time to vote. This time should be taken at the beginning or end of the regular work schedule, whichever allows the most free time for voting and the least time off from work. Employees will be allowed a maximum of two hours of voting leave on Election Day without loss of pay. Where possible, management should be notified of the need for leave at least three working days prior to the Election Day.

4-10 School Activities

Employees are encouraged to participate in the school activities of their child(ren). The absence is subject to all of the following conditions:

- Parents, guardians, or grandparents having custody of one or more school-aged children may take time off for a school activity;
- The time off for school activity participation cannot exceed eight hours in any calendar month, or a total of 40 hours each school year;

- Employees planning to take time off for school visitations must provide as much advance notice as possible to management;
- If both parents are employed by DCBA, the first employee to request such leave will receive the time off. The other parent will receive the time off only if the leave is approved by management;
- Employees must use vacation leave in order to receive compensation for this time off;
- Non-exempt employees who do not have paid time off available will take time off without pay, and
- Employees must provide management with documentation from the school verifying that the employee participated in a school activity on the day of absence for that purpose.

If an employee who is the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert management as soon as possible before leaving work. In agreement with California Labor Code Section 230.7, no discriminatory action will be taken against an employee who takes time off for this purpose.

4-11 Military Leave

If employees are called into active military service or enlist in the uniformed services, they will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, employees must provide management with advance notice of service obligations unless they are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable to provide such notice. Provided the absence does not exceed applicable statutory limitations, employees will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Employees should ask management for further information about eligibility for Military Leave.

If employees are required to attend yearly Reserves or National Guard duty, they can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). They should give management as much advance notice of their need for military leave as possible so that DCBA can maintain proper coverage while employees are away.

4-12 Time Off For Volunteer Firefighters, Reserve Peace Officers, And Emergency Rescue Personnel

Employees are permitted unpaid time off from work to perform emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel.

If the employees request time off under the policy, they must notify a member of management immediately after the need for the leave becomes known.

Section 5 - GENERAL STANDARDS OF CONDUCT

5-1 Workplace Conduct

DCBA endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense, and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including discharge, in DCBA's sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

1. Obtaining employment on the basis of false or misleading information.
2. Stealing, removing, or defacing DCBA property or a co-worker's property.
3. Disclosure of confidential information.
4. Completing another employee's time records.
5. Violation of safety rules and policies.
6. Violation of DCBA's Drug and Alcohol-Free Workplace Policy.
7. Fighting, threatening, or disrupting the work of others or other violations of DCBA's Workplace Violence Policy.
8. Failure to follow lawful instructions of a member of management.
9. Failure to perform assigned job duties.
10. Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness, or unexcused absences.
11. Gambling on DCBA property.
12. Willful or careless destruction or damage to DCBA assets or to the equipment or possessions of another employee.
13. Wasting work materials.
14. Performing work of a personal nature during working time.
15. Violation of the Solicitation and Distribution Policy.
16. Violation of DCBA's Harassment or Equal Employment Opportunity Policies.
17. Violation of the Communication and Computer Systems Policy.
18. Unsatisfactory job performance.
19. Any other violation of any DCBA policy.

Not every type of misconduct can be listed. Note that all employees are employed at-will, and DCBA reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. DCBA will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

5-2 Punctuality And Attendance

Employees are hired to perform important functions at DCBA. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on fellow employees and management. We expect excellent attendance from all employees. Excessive absenteeism or tardiness will result in disciplinary action up to and including discharge.

We do recognize, however, there are times when absences and tardiness cannot be avoided. In such cases, employees are expected to notify management as early as possible, but no later than the start of the work day. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Employees should call, stating the nature of the illness and its expected duration, for every day of absenteeism.

Unreported absences of three consecutive work days generally will be considered a voluntary resignation of employment with DCBA.

5-3 Employee Dress And Personal Appearance

Employees are expected to report to work well groomed, clean, and dressed according to the requirements of their position. Some employees may be required to wear uniforms or safety equipment/clothing. Employees should contact a member of management for specific information regarding acceptable attire for their position. If employees report to work dressed or groomed inappropriately, they may be prevented from working until they return to work well groomed and wearing the proper attire.

5-4 Use Of Facilities, Equipment And Property, Including Intellectual Property

Employees are prohibited from remaining on DCBA premises or making use of DCBA facilities while not on duty. Employees are expressly prohibited from using DCBA facilities, property, or equipment for personal use.

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Employees should notify a member of management if any equipment, machines, or tools appear to be damaged, defective or in need of repair. Prompt reporting of loss, damages, defects and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Management can answer any questions about the employees' responsibility for maintenance and care of equipment used on the job.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in discipline, up to and including discharge.

Further, DCBA is not responsible for any damage to or loss of employees' personal belongings.

Employees also are prohibited from any unauthorized use of DCBA's intellectual property, including but not limited to audio and video recordings, print materials, digital and electronic media, website content, and software.

5-5 Use Of Communications And Computer Systems

DCBA's communication and computer systems are intended primarily for business purposes; however limited personal usage is permitted if it does not hinder performance of job duties or violate any other DCBA policy. This includes the voicemail, e-mail and internet systems. Users have no legitimate expectation of privacy in regard to their use of DCBA systems.

DCBA may access the voicemail and e-mail systems and obtain the communications within the systems, including past voicemail and e-mail messages, without notice to users of the system, in the ordinary course of business when DCBA deems it appropriate to do so. The reasons for which DCBA may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with

software copyright laws; complying with legal and regulatory requests for information; and ensuring that DCBA operations continue appropriately during the employee's absence.

Further, DCBA may review internet usage to ensure that such use with DCBA property, or communications sent via the internet with DCBA property, are appropriate. The reasons for which DCBA may review employees' use of the internet with DCBA property include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that DCBA operations continue appropriately during the employee's absence.

DCBA may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

DCBA's policies prohibiting harassment, in their entirety, apply to the use of DCBA's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law.

Further, since DCBA's communication and computer systems are intended for business use, all employees, upon request, must inform management of any private access codes or passwords.

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited.

No employee may access, or attempt to obtain access to, another employee's computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

5-6 Use Of Social Media

DCBA respects the right of any employee to maintain a blog or web page or to participate in social networking on or through websites or services. However, to protect DCBA interests and ensure employees focus on their job duties, employees must adhere to the following rules:

Employees may not use social media during work time or at any time with DCBA equipment or property.

All rules regarding confidential and proprietary business information apply in full to social media. Any information that cannot be disclosed through a conversation, a note, or an e-mail also cannot be disclosed through social media.

When using social media, if the employee mentions DCBA and also expresses either a political opinion or an opinion regarding DCBA's actions that could pose an actual or potential conflict of interest with DCBA, and it is either implicit or explicit that the poster is affiliated with DCBA, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is a personal opinion and not DCBA's position. This is necessary to preserve DCBA's goodwill in the marketplace.

Employees may not use DCBA's logos or trademarks for commercial purposes or to endorse any product or service.

Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through social media. For example, posted material that is discriminatory, obscene, defamatory, libelous, or violent is forbidden. DCBA policies apply equally to employee social media usage.

Employees with any questions should review the guidelines above and/or consult with management. Failure to follow these guidelines may result in discipline, up to and including discharge.

5-7 Artificial Intelligence

DCBA recognizes that the use of artificial intelligence (AI) tools can potentially assist employees with the performance of job duties. However, there are many risks. To ensure the protection of confidential information and the integrity of our operations, as set forth below, all employees who wish to use AI tools must receive management approval and, if granted, comply with the below best practices.

Evaluation of AI Tools

Employees must evaluate the utility and security of any AI tool before using it. This includes reviewing the tool's security features, terms of service, and privacy policy. Employees should

also review the reputation of the tool developer and any third-party services used by the tool. But most importantly, employees **must** receive management approval prior to using any AI tool after explaining the manner in which it will be used and the benefits to the business.

Protection of Confidential Data

In using any AI tool, employees must not upload or share any confidential, proprietary, or protected data without prior written approval from a member of management. This includes data related to customers, employees, or partners. Similarly, employees must ensure any AI tool does not utilize confidential or copyrighted information of a third party.

Access Control

Employees must not give access to any AI tools approved for business use to anyone outside the company without prior approval from a member of management and implementation of processes as required to meet security compliance requirements. This includes sharing login credentials or other sensitive information with third parties.

Security Policy Compliance

Employees must apply the same security best practices we use for all company and customer data. This includes using strong passwords, keeping software up-to-date, and following DCBA's data retention and disposal policies.

5-8 Personal And Company-Provided Portable Communication Devices

DCBA may provide portable communication devices (PCDs), including but not limited to cell phones, personal digital assistants, tablets, and/or laptop computers which should be used primarily for business purposes. Employees have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes, as permitted, the right to monitor personal communications as necessary.

Exempt employees may be authorized to use their own PCD for business purposes. These employees should work with the IT department to configure their PCD for business use. Communications sent via a personal PCD also may be subject to monitoring if sent through DCBA's networks, and the PCD must be provided for inspection and review upon request.

All conversations, text messages, and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a DCBA-provided or personal device, employees must comply with applicable DCBA guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use, and operation of vehicles. Using a DCBA-issued PCD to send or receive personal text messages is prohibited at all times and personal use during working hours should be limited to emergency situations.

If employees who use a personal PCD for business resign or are discharged, they will be required to submit the device to the IT department for resetting on or before their last day of work. At that time, the IT department will reset and remove all information from the device, including but not limited to, DCBA information and personal data (such as contacts, e-mails, and photographs). The IT department will make efforts to provide employees with the personal data in another form (e.g., on a flash drive) to the extent practicable; however, the employee may lose some or all personal data saved on the device.

Employees may not use their personal PCD for business unless they agree to submit the device to the IT department on or before their last day of work for resetting and removal of DCBA information. This is the only way currently possible to ensure that all DCBA information is removed from the device at the time of separation. The removal of DCBA information is crucial to ensure compliance with DCBA's confidentiality and proprietary information policies and objectives.

Please note that whether employees use their personal PCD or a DCBA-issued device, DCBA's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

DCBA has a separate cell phone and reimbursement policy for full time employees, see Cell Phone Stipend Agreement.

Portable Communication Device Use While Driving

Employees who drive on DCBA business must abide by all federal, state and local laws prohibiting or limiting PCD use while driving. Further, even if usage is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle

before placing or accepting a call. If acceptance of a call is absolutely necessary while driving, and permitted by law, employees must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a PCD while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving are prohibited in all circumstances.

5-9 Operation Of Vehicles

Employees authorized to drive DCBA-owned or leased vehicles or personal vehicles in conducting DCBA business must possess a current, valid driver's license, an acceptable driving record, and insurance as required by the State of California. All authorized personnel to drive DCBA vehicles will be covered on DCBA Auto Insurance Policy only if they have on file copy their personal insurance coverage and a Driving Record Report from DMV. Any change in license status, driving record, or insurance compliance must be reported to management immediately. See DCBA Operational Policy, Auto Policy.

Employees must have a valid driver's license in their possession while operating a vehicle off or on DCBA property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

DCBA-owned or leased vehicles may be used only as authorized by management.

5-10 Inspections

To the maximum extent permitted by applicable law, DCBA reserves the right to require employees while on DCBA property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on DCBA or client property, and work areas. This includes lockers, vehicles, desks, cabinets, work stations, packages, handbags, briefcases and other personal possessions or places of concealment, as

well as personal mail sent to DCBA or to its clients. Employees are expected to cooperate in the conduct of any search or inspection.

5-11 Confidential Company Information

During the course of work, employees may become aware of confidential information about DCBA's business, including but not limited to information regarding DCBA finances, pricing, products, and new product development, software, and computer programs, marketing strategies, suppliers, and customers and potential customers. Employees also may become aware of similar confidential information belonging to DCBA's clients. It is extremely important that all such information remain confidential, and particularly not be disclosed to DCBA's competitors. Any employee who improperly copies, removes (whether physically or electronically), uses, or discloses confidential information to anyone outside of DCBA may be subject to disciplinary action up to and including termination. Employees may be required to sign an agreement reiterating these obligations.

5-12 Workplace Privacy

Employees may not use any audio or video recording devices in the workplace or in the course of conducting business.

5-13 Conflict Of Interest And Business Ethics

It is DCBA's policy that all employees avoid any conflict between their personal interests and those of DCBA. The purpose of this policy is to ensure that DCBA's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of DCBA.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

1. Holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with DCBA, by any employee who is in a position to directly or indirectly influence either DCBA's decision to do business, or the terms upon which business would be done with such organization;
2. Holding any interest in an organization that competes with DCBA;

3. Being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with DCBA or which competes with DCBA; and/or
4. Profiting personally, e.g., through commissions, loans, expense reimbursements, or other payments, from any organization seeking to do business with DCBA.

A conflict of interest would also exist when a member of the employee's immediate family is involved in situations such as those above.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value.

It is the employee's responsibility to report any actual or potential conflict that may exist between the employee (and the employee's immediate family) and DCBA.

5-14 Hiring Relatives/Employee Relationships

A familial relationship among employees can create an actual or potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, DCBA may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases, such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or discharged from employment, at the discretion of DCBA. Accordingly, all parties to any type of intimate personal relationship must inform management.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. DCBA generally will attempt to identify other available positions, but if no alternate position is available, DCBA retains the right to decide which employee will remain with DCBA.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

5-15 Prohibition Of Dual Relationships

Staff members are not to engage in dual relationships with clients to whom DCBA provides services. In order to provide effective and fair services we have to establish appropriate boundaries between our relationship as a service provider and the client's personal life. A dual relationship is defined as anything other than a professional relationship. This includes, but is not limited to, romantic or sexual relationships, business dealings, buying or selling items, borrowing or lending money, and home sharing.

A client is any individual who they themselves or members of their immediate family or household are currently receiving services from DCBA, or have received services within the past year. If you are uncertain about whether you are entering into a dual relationship situation, ask a member of management for clarification.

5-16 Personal Visits And Telephone Calls

Disruptions during work time can lead to errors and delays. Therefore, personal telephone calls and texts must be kept to a minimum, and only be made or received after working time, or during lunch or break time.

For safety and security reasons, employees are prohibited from having personal guests visit or accompanying them anywhere in DCBA facilities other than the reception areas.

5-17 Solicitation And Distribution

To avoid distractions, solicitation by the employee of another employee is prohibited while either employee is on work time. "Work time" is defined as the time the employee is engaged, or should be engaged, in performing their work tasks for DCBA. Solicitation of any kind by non-employees on DCBA premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in working areas of DCBA is prohibited at all times. Distribution of literature by non-employees on DCBA premises is prohibited at all times.

5-18 Posted Information

Important notices and items of general interest are continually posted in DCBA common areas, such as the copy room or break room. Employees should make it a practice to review posted

information frequently. This will assist employees in keeping up with current employment laws and what is current at DCBA. To avoid confusion, employees should not post or remove any material from common areas.

In addition to posting in common areas, important information will be disseminated to employees via email, if possible.

5-19 Health And Safety

The health and safety of employees and others on DCBA property are of critical concern to DCBA. DCBA intends to comply with all health and safety laws applicable to our business. To this end, DCBA must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on DCBA's premises, or in a product, facility, piece of equipment, process, or business practice for which DCBA is responsible should be brought to the attention of management immediately.

Periodically, DCBA may issue rules and guidelines governing workplace safety and health. DCBA may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines as strict compliance will be expected.

All employees are expected to keep their work areas clean and organized. People using common areas such as conference rooms, break rooms, and restrooms are expected to keep them neat and sanitary. Please clean up after meetings and meals and dispose of trash properly.

Any workplace injury, accident, or illness must be reported to a member of management as soon as possible, regardless of the severity of the injury or accident.

See also DCBA's Injury and Illness Prevention Program

5-20 Ergonomics

DCBA is subject to Cal/OSHA ergonomics standards for minimizing workplace repetitive motion injuries. DCBA will make necessary adjustments to reduce exposure to ergonomic

hazards through modifications to equipment and processes and employee training. DCBA encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines.

DCBA believes that reduction of ergonomic risk is instrumental in maintaining an environment of personal safety and well-being, and is essential to our business. We intend to provide appropriate resources to create a risk-free environment.

If you have any questions about ergonomics, please contact Supervisor or person handling human resources.

5-21 Security

DCBA has developed guidelines to help maintain a secure workplace. Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Please report any suspicious persons or activities to a member of management. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave confidential, valuable, and/or personal articles in or around your workstation that may be accessible. The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks. You should immediately notify management when unknown persons are acting in a suspicious manner in or around the facilities, or when keys, security passes, or identification badges are missing.

5-22 Smoking

Smoking, including the use of e-cigarettes, is prohibited on DCBA premises and in all DCBA vehicles.

5-23 Hatch Act Guidelines For Conduct

The Hatch Act, a federal law passed in 1939, limits certain political activities of federal employees, as well as some state, D.C., and local government employees who work in connection with federally funded programs. The law's purposes are to ensure that federal programs are administered in a nonpartisan fashion, to protect federal employees from political coercion in the workplace, and to ensure that federal employees are advanced based on merit and not based on political affiliation. DCBA is a private, nonprofit organization that receives a portion of its funding from federal sources, subjecting it to the Hatch Act.

EMPLOYEES **MAY**

- Campaign for or against candidates in partisan elections
- Make campaign speeches for candidates in partisan elections
- Distribute campaign literature in partisan elections
- Be candidates for public office in nonpartisan elections
- Join and be an active member of a political party and club
- Hold office in political clubs or parties
- Register and vote as they choose
- Assist in voter registration drives
- Express opinions about candidates and issues
- Campaign for or against referendum questions, constitutional amendments, municipal ordinances
- Attend political fundraising functions
- Attend and be active at political rallies and meetings
- Contribute money to political organizations
- Sign nominating petitions

EMPLOYEES **MAY NOT**

- Be candidates for public office in partisan elections
- Engage in political activity while on duty
- Engage in political activity in any government office
- Engage in political activity while using a company vehicle
- Wear political buttons on duty
- Solicit political contributions from the general public
- Knowingly solicit or discourage the political activity of any person who has business before the organization

5-24 Off-Duty Conduct

While DCBA does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with DCBA's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect DCBA's or their own integrity, reputation or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects DCBA's legitimate business interests or the employee's ability to perform his or her job will not be tolerated.

5-25 Whistleblower Policy

DCBA encourages its employees to report improper activities in the workplace and will protect employees from retaliation for making any such report in good faith.

Employee Rights

Employees have the right to report, without suffering retaliation, any activity by DCBA or any of our employees that the employee reasonably believes: (1) violates any state or federal law; (2) violates or amounts to noncompliance with a state or federal rule or regulation; or (3) violates fiduciary responsibilities by a nonprofit corporation. In addition, employees can refuse to participate in an activity that would result in a violation of state or federal statutes, or a violation or noncompliance with a state or federal rule or regulation.

Employees are also protected from retaliation for having exercised any of these rights in any previous employment.

The whistleblower protection laws do not entitle employees to violate a confidential privilege of DCBA (such as the attorney-client privilege) or improperly disclose trade-secret information.

Where to Report

Employees have the duty to comply with all applicable laws and to assist DCBA to ensure legal compliance. An employee who suspects a problem with legal compliance is required to report the situation to the President or Chair of the Board of Directors if the complaint involves the President.

Employees may also report information regarding possible unlawful activity to an appropriate government or law enforcement agency.

Protection from Retaliation

It is the intent of this policy to encourage employees to report fraudulent or illegal activities and there shall be no retaliation for any reports made pursuant to this policy. Any employee who believes they have been retaliated against for whistleblowing may file a complaint with either the Executive Director, President or Executive Committee. Any complaint of retaliation will be promptly investigated and remedial action will be taken when warranted. This protection from retaliation is not intended to prohibit managers or supervisors from taking

action, including disciplinary action, in the ordinary course of business based on valid performance-related factors.

5-26 Corrective Action Policy

DCBA seeks to establish and maintain standards of employee conduct and supervisory practices which will support and promote teamwork and effective business operations. Such supervisory practices include administering corrective action when employee conduct or performance problems arise. Major elements of this policy may include:

1. Constructive effort by management to help employees achieve full satisfactory standards of conduct and job performance.
2. Correcting employee shortcomings or negative behavior to the extent required.
3. Notice to employees through communication of this policy that termination may result from violation of employee standards of conduct or unsatisfactory job performance.
4. Written documentation of warnings given and corrective measures taken.
5. Documentation of corrective action will become part of the employee's personnel record.

Options for Corrective Action

Depending on the facts and circumstances involved in each situation, management may choose to begin corrective action at any step, up to and including immediate termination, as employment with DCBA is at-will.

The following steps may be followed at DCBA's discretion:

1. Oral Warning. For infractions DCBA deems to be minor, the employee may be issued an oral warning. If the situation does not improve within a reasonable time, management may repeat the measure or implement another option.
2. Written Warning Notice. For repeated minor infractions, or a more substantial infraction, the employee may be issued a written warning notice. If the situation does not improve within a reasonable time, management may repeat the measure or take steps to terminate the employee. The written warning notice should be prepared following a corrective action discussion with the employee. The employee will be given an opportunity to comment in writing and will be asked to sign the notice acknowledging receipt. Two copies of the notice will be distributed as follows: (1) Employee; and (2) Personnel File.

3. Termination. For infractions DCBA deems to be sufficiently serious, or continued failure to respond appropriately to prior corrective action, or if such action is deemed in the best interest of DCBA.
4. Investigatory Suspension. If events compel immediate action when termination appears possible, the President may immediately suspend the employee for a specified period, pending an investigation. The employee will be required to leave the premises immediately. The suspension/investigation period will generally last no longer than one workweek but additional days may be taken if the investigation is incomplete. The objective of this suspension will be to determine if termination is the proper decision. If termination is appropriate, the suspension will be unpaid. If termination action is not taken, the employee shall be paid for his/her regularly scheduled hours occurring during the suspension, unless DCBA determines that a suspension of that length is appropriate corrective action. In no event will an exempt employee be suspended without pay in increments less than one full workweek for other than violations of major safety rules.

The above corrective action program is simply an operating guideline. It does not create any contractual rights and should not be construed as a guarantee of employment for any specific period of time, for any specific work, or for any specific term. All employees are employed at-will and employment may be terminated at any time by DCBA or the employee, with or without cause.

5-27 Publicity/Statements To The Media

All media inquiries regarding the position of DCBA as to any issues must be referred to the President. Only the President is authorized to make or approve public statements on behalf of DCBA. No employees, unless specifically designated by the President, are authorized to make those statements on behalf of DCBA. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of DCBA must first obtain approval from the President.

5-28 References

DCBA will respond to reference requests through the President. DCBA will provide general information concerning the employee such as date of hire, date of discharge, and positions held. Requests for reference information must be in writing, and responses will be in writing. Please refer all requests for references to the President.

5-29 Separation

Should any employee decide to leave DCBA, we ask that they provide management with at least two weeks advance notice of departure. Thoughtfulness will be appreciated. All DCBA property including, but not limited to, keys, security cards, credit cards, parking passes, laptop computers, cell phones, uniforms, etc., must be returned at separation. Employees also must return all of DCBA's confidential information upon separation. To the extent permitted by law, employees will be required to repay DCBA (through payroll deduction, if lawful) for any lost or damaged DCBA property. As noted previously, all employees are employed at-will and nothing in this handbook changes that status.

5-30 A Few Closing Words

This handbook is intended to give employees a broad summary of things they should know about DCBA. The information in this handbook is general in nature and, should questions arise, a member of management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this handbook, DCBA, in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this handbook. Employees should not hesitate to speak to management if they have any questions about DCBA or its personnel policies and practices.

GENERAL HANDBOOK ACKNOWLEDGMENT

This Employee Handbook is an important document intended to help employees become acquainted with DCBA. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because DCBA's operations may change, the contents of this Handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management. Please read the following statements and sign below to indicate your receipt and acknowledgment of this Handbook.

I have received and read a copy of DCBA's Employee Handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of DCBA at any time.

I further understand that my employment is terminable at-will, either by myself or DCBA, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.

I understand that no representative of DCBA other than the President may alter at-will status and any such modification must be in a signed writing.

I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of DCBA's Employee handbook.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this acknowledgment should be given to management - it will be filed in your personnel file.

ACKNOWLEDGMENT AND RECEIPT OF CALIFORNIA: DISCRIMINATION, HARASSMENT AND RETALIATION PREVENTION POLICY

DCBA does not tolerate and prohibits discrimination, harassment, or retaliation of or against job applicants, contractors, interns, volunteers, or employees by another employee, a member of management, vendor, customer, or third party based on actual or perceived race, color, creed, religion, age, sex, or gender (including pregnancy, childbirth, and related medical conditions), sexual orientation, gender identity, or gender expression (including transgender status), national origin, ancestry, marital status, protected medical condition as defined by state law (including cancer or genetic characteristics), physical or mental disability, military and veteran status, reproductive health decision making, genetic information, or any other characteristic protected by applicable federal, state, or local laws and ordinances. DCBA is committed to a workplace free of discrimination, harassment, and retaliation.

Our management team is dedicated to ensuring the fulfillment of this policy as it applies to all terms and conditions of employment, including recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, and general treatment during employment.

Discrimination Defined

Discrimination under this policy means treating differently or denying or granting a benefit to an individual because of the individual's protected characteristic.

Harassment Defined

Harassment is defined in this policy as unwelcome verbal, visual, or physical conduct creating an intimidating, an offensive or a hostile work environment that interferes with work performance. Harassment can be verbal (including slurs, jokes, insults, epithets, gestures, or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media, or e-mails), or physical conduct (including physically threatening another, blocking someone's way, etc.) that denigrates or shows hostility or aversion toward an individual because of any protected characteristic. Such conduct violates this policy, even if it is not unlawful. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

Sexual Harassment Defined

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, and other verbal or physical conduct of a sexual nature. Sexual harassment includes unwelcome or unwanted conduct that is either of a sexual nature or directed at an individual because of that individual's sex when:

- Submission to that conduct or to those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- The conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Examples of conduct that violate this policy include:

1. Unwelcome or unwanted sexual advances, flirtations, advances, leering, whistling, touching, pinching, assault, and blocking normal movement;
2. Requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. Obscene or vulgar gestures, posters, or comments;
4. Sexual jokes or comments about a person's body, sexual prowess, or sexual deficiencies;
5. Propositions or suggestive or insulting comments of a sexual nature;
6. Derogatory cartoons, posters, and drawings;
7. Sexually explicit e-mails, text messages, or voicemails;
8. Uninvited touching of a sexual nature;
9. Unwelcome or unwanted sexually related comments;
10. Conversation about one's own or someone else's sex life;
11. Conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. Teasing or other conduct directed toward a person because of the person's gender.

Retaliation Defined

Retaliation means adverse conduct taken because an individual reported an actual or a perceived violation of this policy, opposed practices prohibited by this policy, or participated

in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to:

- Shunning and avoiding an individual who reports harassment, discrimination, or retaliation;
- Express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination, or retaliation; and
- Denying employment benefits because an applicant or employee reported harassment, discrimination, or retaliation or participated in the reporting and investigation process described below.

All discrimination, harassment, and retaliation is unacceptable in the workplace and in any work-related settings such as business trips and business-related social functions, regardless of whether the conduct is engaged in by a member of management, a coworker, a client, a customer, a vendor, or another third party.

Reporting Procedures

The following steps have been put into place to ensure the work environment is respectful, professional, and free of discrimination, harassment, and retaliation. If the employee believes someone has violated this policy or the Equal Employment Opportunity Policy, the employee should promptly bring the matter to the immediate attention of a member of management. (Phone numbers are available through DCBA directory.) If this individual is the person toward whom the complaint is directed, the employee should contact any higher-level manager in the reporting chain. If the employee makes a complaint under this policy and has not received a satisfactory response within five business days, the President should be contacted immediately. (Phone numbers are available through DCBA directory.)

Any staff member who learns of any employee's concern about conduct in violation of this policy or the Equal Employment Opportunity Policy, whether in a formal complaint or informally, or who otherwise is aware of conduct in violation of this policy or our Equal Employment Opportunity Policy must immediately report the issues raised to a member of management. If the President is in violation of this policy or the Equal Employment Opportunity Policy, and your concern has not been addressed by another member of management, contact the Chair of the Board of Directors.

Investigation Procedures

Upon receiving a complaint, DCBA will promptly conduct a fair and thorough investigation into the facts and circumstances of any claim of a violation of this policy or the Equal Employment Opportunity policy. To the extent possible, DCBA will endeavor to keep the reporting employee's concerns confidential. However, complete confidentiality may not be possible in all circumstances.

During the investigation, DCBA generally will interview the complainant and the accused, conduct further interviews as necessary, and review any relevant documents or other information. Upon completion of the investigation, DCBA shall determine whether this policy has been violated based on its reasonable evaluation of the information gathered during the investigation. DCBA will inform the complainant and the accused of the results of the investigation.

DCBA will take corrective measures against any person who it finds to have engaged in conduct in violation of this policy, if DCBA determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension, or immediate termination. Anyone, regardless of position or title, who DCBA determines has engaged in conduct that violates this policy will be subject to discipline up to and including termination.

Training

All Employees are required to undergo harassment prevention training as required by applicable law. For more information about this training requirement, visit <https://calcivilrights.ca.gov/shpt/> or see Supervisor or person handling human resources.

Retaliation Prohibited

In addition to being a violation of this policy, harassment, discrimination, or retaliation also can be against the law. Employees who engage in conduct that rises to the level of a violation of law can be held personally liable for such conduct.

Remember, DCBA cannot remedy claimed discrimination, harassment, or retaliation unless employees bring these claims to the attention of management. Employees should not hesitate to report any conduct they believe violates this policy.

I acknowledge that I have received, read, and understand DCBA's Discrimination, Harassment, and Retaliation Prevention Policy. I agree to abide by and be bound by the rules, provisions and standards set forth in DCBA's policy. I further acknowledge that

DCBA reserves the right to revise, delete, and add to the provisions of the Discrimination, Harassment and Retaliation Prevention Policy at any time. I also acknowledge I have received the California Civil Rights Department's brochure, Sexual Harassment Fact Sheet (CRD-185 brochure).

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.

DOWNTOWN CHICO BUSINESS ASSOCIATION

ETHICS POLICY



The Downtown Chico Business Association Ethics Policy reflects the high standard of business conduct representing what is the hallmark of our organization. Our Ethics Policy helps define our commitment to support a culture of openness, trust, equality and integrity in all we do.

We are committed to conducting all of DCBA's affairs and activities with the highest standards of ethical conduct. All of us have an obligation to adhere to this policy and encourage others to do the same.

As volunteers and staff, we are passionate about working with all of our shareholders, partners and visitors. We must dedicate ourselves to pursuing our mission with honesty, fairness and respect for the individual, ever mindful that there is no "right way" to do the "wrong thing."

The Ethics Policy helps clarify our standard of conduct. It makes clear that the DCBA expects volunteers and employees to understand the ethical considerations associated with their actions. Our Ethics Policy affirms our long-standing commitment to not merely obey the law, but also to conduct our business with integrity and without deception.

The DCBA's reputation for integrity and honesty is more important today than ever before. As we think of "what we do" at the DCBA and "how we do it," always remember our responsibility to ask ourselves: "Am I doing the 'right thing' for the 'right reason'?"

Code of Ethics

The summary code of ethics includes the following provisions:

DCBA employees and volunteers must:

- Proactively promote ethical behavior as a responsible partner among peers in the work environment.
- Deal fairly with DCBA directors, shareholders, partners, vendors, suppliers, visitors, volunteers, employees and each other.
- Provide constituents with information that is accurate, completely objective, relevant, timely, and understandable – no personal or hidden agenda.
- Comply with applicable government laws, rules and regulations.
- Maintain the confidentiality of information entrusted to them by the DCBA or its directors except when authorized or otherwise legally obligated to disclose.
- Accept responsibility for preventing, detecting, and reporting all manner of fraud.

- Be honest and ethical in their conduct, including ethical handling of actual or apparent conflicts of interest between personal and professional relationships.
- As a representative and face of DCBA, be professional in all manner, professional dress and appearance, follow DCBA meeting policies and messaging when meeting with downtown businesses and visitors, professional conduct.
- Protect and ensure the proper use of company assets.
- Prohibit improper or fraudulent influence over any External Auditor.

The purpose for this ethics policy is to support a culture of openness, trust, and integrity in all DCBA management, business practices and execution of work tasks. A well understood ethics policy requires the participation and support of every DCBA volunteer and employee.

At DCBA, we are dedicated to working with our volunteers, employees, partners, vendors and visitors to enhance, improve and promote the experience and physical place of Downtown Chico. We are committed to conducting all of DCBA's affairs and activities with the highest standards of ethical conduct and professionalism.

We are committed to the responsible use of DCBA assets; to provide accurate, complete and objective information; to respect the confidentiality of financial and other information; to act in good faith and exercise due care in all we do; to comply with all rules and regulations, present self and DCBA as a professional organization and to proactively promote ethical behavior.

The DCBA's Ethics are built on the DCBA's Guiding Values. As such, we acknowledge our individual responsibility to ensure our collective success by practicing and promoting the following values which reflect a shared view of how we want to operate and be seen by others.

Our Values

- Improving and Enhancing Downtown Chico
- Speaking with a Trustworthy Voice
- Building Powerful Partnerships
- Inspiring Passionate Commitment
- Meeting People Where They Are
- Making an Extraordinary Impact
- Ensuring Equitable Experience for All
- Always with a Professional presence and attitude.

Our People

The DCBA is committed to provide a work environment that values diversity among its volunteers and employees. All Human Resource policies and activities are intended to create a respectful workplace where every individual has the opportunity to reach their highest potential.

Employees are provided opportunities regardless of race, color, national origin, religion, sex, sexual orientation, marital status, age, veteran status or disability. These policies apply to both applicants and employees in all phases of employment including, recruiting, hiring, placement, training, development, transfer, promotion, demotion, performance reviews, compensation, benefits and separation from employment.

We will evaluate how we are living up to our code of ethics by requesting feedback on a regular basis from our employees, volunteers and shareholders. We will provide all of our stakeholders a mechanism to report unethical conduct. We will begin with employee orientation and regularly communicate all of these expectations to employees and volunteers.

DCBA volunteers, employees, contractors and suppliers are expected to report any practices or actions believed to be inappropriate to their supervisor, another DCBA leader, or via the DCBA hotline.

Our Shareholders

We are dedicated to creating shareholder satisfaction. We are devoted to developing “shareholder enthusiasm” and are passionate about exceeding their expectations. We dedicate ourselves to anticipating the changing needs of shareholders and partners, and creating timely, innovative and superior programs, products and services.

Fraud

Fraud is defined as any intentional act or omission designed to deceive others, resulting in the victim suffering a loss and/or the perpetrator achieving a gain. In addition to the Board, volunteers, management and staff at all levels have responsibility for preventing, detecting and reporting fraud.

In addition to the definition of fraud set out above, this policy covers any dishonest or fraudulent act, including but not limited to:

- Misappropriation of funds, securities, supplies or other assets.
- Impropriety in the handling or reporting of money or financial transactions.
- Disclosing confidential and proprietary information to outside parties.
- Intentional, false representation or concealment of a material fact for the purpose of inducing another to act upon it to procure an advantage, benefit or gain.
- Accepting or seeking anything of material value from contractors, vendors or persons providing services/materials to DCBA.
- Destruction, removal, or unauthorized use of records, furniture, fixtures, and equipment.
- Any similar or related irregularity.

Each member of management will be familiar with the types of improprieties that might occur within his or her area of responsibility and be alert for any indication of irregularity. An employee, volunteer, consultant, vendor, contractor, or outside agency doing business with DCBA shall immediately report any irregularity that is detected or suspected. Any employee or

person who suspects or reports dishonest or fraudulent activity shall not attempt to personally conduct investigations or interviews related to any suspected fraudulent act. Investigations will be handled by the Board.

DCBA's Property and Information

Employees and volunteers are expected to protect DCBA's property at all times; including cash, equipment, records, employee, and customer information. This also requires employees and volunteers to maintain confidentiality regarding DCBA records, and employee and customer information.

Nondiscrimination Policy

It is DCBA policy that the volunteer membership and staff structures and all programs and activities shall be designed and conducted without regard to race, religion, national origin, sex, age, disability or other non-merit criteria.

Reporting Violations

If you have questions or concerns about compliance with any of the policies listed above, or are unsure about what is the "right thing" to do, we **strongly encourage** you to first talk with your supervisor or a DCBA Leader. Your calls will be handled in confidence.

No director, trustee, officer, employee or volunteer who in good faith reports an action or suspected action taken by or within the DCBA that is illegal, fraudulent, or in violation of any adopted policy will suffer intimidation, harassment, discrimination or other retaliation. The DCBA treats complaints about and reports of possible discrimination, ethics or professionalism seriously and investigates them as required by our procedures and any applicable laws.

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Subject: Introduction of Flex Hours and Remote Work as New Staff Benefits



Dear Team,

As part of our ongoing commitment to creating a supportive and flexible work environment, we are pleased to introduce new benefits designed to offer more flexibility in how and where you work: Flex Hours and Remote Work Options.

Flex Hours & Remote Work: Understanding Your New Benefits

In recognition of the diverse needs and work styles of our team, we are implementing flex hours and the option for remote work. These benefits are designed to help you achieve a better work-life balance, enhance productivity, and accommodate personal commitments outside of work.

1. **Flex Hours:** You now have the flexibility to start and end your workday at times that suit you best, within the framework of our operational hours and your work responsibilities. This means you can adjust your work hours to better fit your personal schedule and productivity peaks.
2. **Remote Work:** We understand that sometimes the best work can be done outside of the office. Therefore, we are offering the option to work remotely, based on the nature of your role and pending managerial approval. This allows for undisturbed focus time and can help reduce commute-related stress.

Office Coverage and Welcome Center Operations:

While we embrace this new flexibility, we must also ensure continuous operation and a welcoming presence at our office, which serves as a welcome center for our community and visitors. To maintain this, we require at least one person to be physically present in the office during business hours. We will organize a rotating schedule to ensure fair distribution and allow everyone to take advantage of these new benefits.

Getting Started:

1. *Communication is Key:* Please discuss and agree upon your flex hours and remote work days with your manager, ensuring that your new schedule aligns with team goals and office coverage needs.
2. *Stay Connected:* While working remotely, please remain accessible during your agreed work hours via email, phone, or our team communication platform.

3. *Feedback and Adjustment:* We are on this journey together and are open to feedback. We will periodically review these new practices to ensure they meet our collective needs and adjust as necessary.

We believe these changes will contribute positively to our team's morale and productivity. We encourage you to embrace these new benefits and look forward to seeing how they help us all grow and succeed together.

Thank you for your continued dedication and hard work. Let's make the most of these new opportunities to create an even more dynamic and flexible workplace.

A handwritten signature in black ink, reading "D. Gregory Scott". The signature is fluid and cursive, with a long horizontal stroke at the end.

Greg Scott

DCBA President

Downtown Chico Business Association

Office & Staff Operating Hours starting April 1

Days	Office	Staff	Staff Hours In Office	Flex Out of Office
Mondays – OFFICE CLOSED				
Tuesday – Wednesday				
		Lucia		
		Jasmine		
		Vanessa		
		Work Experience		
Thursday				
		Lucia		
		Jasmine		
		Vanessa		
		Work Experience		
Friday				
		Lucia		
		Jasmine		
		Vanessa		
		Work Experience		
Saturday				
		Lucia		
		Jasmine		
		Vanessa		
		Work Experience		