REDWOOD EMPIRE FOOD BANK

Employee Handbook

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I. INTRODUCTION. Welcome! We are pleased you have chosen to join our team. We have prepared this Employee Handbook to provide you with a basic understanding of our policies. We hope it will serve as a useful reference throughout your employment with us. This Handbook supersedes and replaces all previous handbooks, personnel policies, practices, and guidelines.

All employees are employed "at-will" which means that either you or the REFB can end the employment relationship at any time, with or without cause or advance notice, and for any reason not prohibited by law. No one has authority to enter into an employment contract or change the "at-will" employment relationship except in a written agreement signed by the REFB's Chief Executive Officer. In the case of the Chief Executive Officer, the Board Chair must sign the written agreement. This Handbook is not an express or implied contract and does not change the at-will employment relationship.

Except as to the "at-will" nature of the employment relationship, we may delete, add to and change this Handbook at any time, with reasonable advance notice.

We understand this Handbook contains a lot of information. Please read it carefully so that you are aware of our expectations for your performance and what you can expect from us. We recommend that you keep it in a convenient location and use it as a reference when you have questions about your employment. You are also welcome to contact Human Resources for further information or if you have comments or suggestions about our policies and procedures. We value your input and encourage your participation.

We are happy to have you join us and wish you success in your new job.

II. HISTORY, GOALS & CULTURE. Since 1987, the Redwood Empire Food Bank has been feeding our neighbors in need and leading the community to end hunger. We distribute food through our own programs and our partner organizations in Sonoma, Lake, Mendocino, Humboldt, and Del Norte counties. As the largest hunger relief organization in our area, we work on the front lines of emergency food assistance in our region, playing a crucial role helping individuals, families, seniors and children.

We serve our communities through three initiatives. Every Child Every Day includes four robust programs that address the nutritional needs of children, targeting both schools and seasonal meal gaps. Senior Security serves a monthly average of over 5,700 low income seniors healthy, fresh food across our five-county region. Neighborhood Hunger Network strives to improve the health and well-being of our community with food and nutrition education. We serve over 100,000 children, seniors, and adults in Sonoma County alone.

We could not accomplish this without strategic resources. Our donors, corporate sponsors, and foundations provide the financial fuel our organization requires. Over 10,000 dedicated volunteers work at our distribution sites and warehouse to serve or prepare food for our community. But none of this would be possible without you. Our employees are the heart and soul of our organization. Your dedication and effort makes you that vital Hunger Relief Worker our community relies upon every day.

III. CORE VALUES. Our Core Values are the fundamental beliefs of this organization. Core values are what shape the culture. They are the essence of our identity reflecting who we are as individuals, and what we value and expect of each other. We commit to:

- Show Up Together – the accountability, cooperation, and commitment we show to our team and the initiative we take to improve our own work and the organization.
- Bring The Joy – show gratitude for, appreciation and recognition of each other, our team, and our organization; a willingness and desire to bring fun and humor to our work.
- Nurture Each Other – respect, trust, and accept each other; offer each other kindness and civility; strive for a work-life balance that meets our needs.

- Seek Excellence – in all you do! Embrace innovation and curiosity; reward achievements and accomplishments; look to lead and set an example for your team.

IV. EQUAL EMPLOYMENT OPPORTUNITY POLICIES

A. Equal Employment Opportunity. We provide equal employment opportunity to all employees and prohibit unlawful discrimination on the basis of any legally protected criteria. Legally Protected Criteria include, but are not limited to any of the following (or a combination of the following):

- race or color (including traits associated with race; for example, hair texture and protective hairstyles such as braids, locks and twists)
- religious creed
- sex (including pregnancy, breastfeeding and medical conditions related to pregnancy, childbirth, or breastfeeding)
- reproductive health decisionmaking (including, but not limited to, a decision to use or access a particular drug, device, product, or medical service for reproductive health)
- national origin, ethnicity, ancestry, or primary language
- age (40 and over)
- medical condition, physical disability, or mental disability
- genetic characteristic or information
- marital status
- sexual orientation
- gender, including sex stereotyping (relying on assumptions about a person's appearance or behavior, or making assumptions about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's gender)
- gender identity (a person's identification as male, female, a gender different from the person's sex at birth, or transgender)
- gender expression (a person's gender-related appearance or behavior, whether or not stereotypically associated with the person's sex at birth)
- possession of a driver's license issued under Section 12801.9 of the Vehicle Code
- military or veteran status
- citizenship or immigration status.

This policy applies to all areas of employment, including hiring, training, compensation, promotion and discipline.

B. Policy Against Discrimination, Retaliation, and Harassment

1. Policy. We prohibit discrimination and harassment by anyone in the workplace (employee, volunteer or third party) on the basis of any Legally Protected Criteria listed in the Equal Employment Opportunity policy above.

Harassment can take many forms and actions that may be acceptable to one person, may cause another to feel uneasy or uncomfortable. Sexual or other unlawful harassment can be verbal, physical or visual, and can include solicitation of sexual favors, unwelcome sexual advances, or creating or maintaining an intimidating or hostile work environment, but it does not have to be motivated by sexual desire to be unlawful or against our policy. Examples of behaviors that may be sexual or other unlawful harassment include:

- unwelcome sexual advances
- offering employment benefits in exchange for sexual favors
- leering; gestures, or displaying sexually suggestive objects, pictures, cartoons or posters
- derogatory comments, epithets, slurs, or jokes

- graphic comments, sexually degrading words, or suggestive or obscene messages or invitations
- physical touching or assault, as well as impeding or blocking movements.

We must all be sensitive to the feelings of others and must not act in ways that might be experienced by another employee or volunteer as harassment. Any employee or volunteer who violates this policy is subject to discipline, up to and including termination of the employment or volunteer relationship.

2. Reporting and Complaint Procedure. If you believe you are being discriminated against or harassed by someone in the workplace, we recommend that you tell that person in a clear and unambiguous way that the conduct is unwelcome and you want it to stop. If you are uncomfortable speaking up or the conduct does not stop after you have told the offending person(s) to stop, you should immediately report this to a Department Director, Human Resources or the Chief Executive Officer so that we can investigate and take appropriate action. If the matter involves the conduct of the Chief Executive Officer, you may also report the matter to the Chair of the Board of Directors.

If your first report is verbal, we ask that you also provide a written complaint as soon as possible. This is optional, but helpful. Your complaint should include:

- a description of the nature and frequency of the conduct
- the name(s) of the offending person(s) involved
- the names of all witnesses to the conduct
- your response to the conduct and your actions demonstrating to the offending person(s) that the conduct is unwelcome (if you felt comfortable doing so).

When we receive a complaint, we will conduct a timely, impartial, and thorough investigation that provides the involved parties the opportunity to be heard and we will reach a conclusion based on the evidence collected. We will keep the investigation confidential to the extent possible while still allowing for a thorough investigation. All employees and volunteers are required to cooperate with our investigations as a condition of working with us. If we conclude that the conduct occurred, we will take effective remedial action commensurate with the circumstances, up to and including termination of the offender(s).

We prohibit retaliation against any employee or volunteer who reports discrimination or harassment or participates in any workplace investigation. If you believe you have been retaliated against, report it to Department Director, Human Resources or the Chief Executive Officer. If the matter involves the conduct of the Chief Executive Officer, you may also report the matter to the Chair of the Board of Directors. If we conclude that the conduct occurred, we will take effective remedial action commensurate with the circumstances, up to and including termination of the offender(s).

It is everyone's responsibility to conscientiously follow this policy. Any supervisor who becomes aware of possible discrimination, retaliation, sexual or other harassment by any person in the workplace, must immediately advise Human Resources so it can be investigated in a timely manner. Any employee or volunteer engaging in discrimination, retaliation, sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination.

While we hope you will report any concerns to us as outlined in this procedure, you also have the right to contact the United States Equal Employment Opportunity Commission and the California Civil Rights Department to file a complaint. The nearest office can be found by visiting the agency websites at www.eeoc.gov and www.calcivilrights.ca.gov.

C. Accommodating Disabilities. We will provide reasonable accommodation to qualified employees with physical or mental disabilities who require accommodation in order to perform

their essential job duties. Contact Human Resources if you need such an accommodation. You may be asked to provide medical documentation of your disability that identifies your work restrictions and how long they are expected to last. We will then engage in an interactive process where potential accommodations are proposed and discussed. If the accommodation can be provided without creating an undue hardship, we will do so.

D. Religious Accommodations. We will provide reasonable accommodation for an employee's sincerely held religious beliefs or practices unless the accommodation would impose an undue hardship on the REFB. Examples of reasonable accommodation may include time off for religious observance, scheduling changes (allowing for breaks at particular times), job reassignment, religious dress and grooming practices, and other necessary reasonable accommodations. If you require a religious accommodation, please contact Human Resources. If the accommodation can be provided without creating an undue hardship, we will do so.

V. WHISTLEBLOWER PROTECTION

A. Board Resolution. The Board of Directors of the Redwood Empire Food Bank approves the inclusion of the following Whistleblower Protection Policy in the Employee Handbook and directs the Chief Executive Officer to ensure that it is given to and acknowledged by all employees. In addition, the Chief Executive Officer will ensure that whistleblower protection notification is posted in the workplace, as required by law.

B. Whistleblower Protection Policy. The Redwood Empire Food Bank requires directors, officers, and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of the Redwood Empire Food Bank, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

C. Reporting Responsibility. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns internally so that the Redwood Empire Food Bank can address and correct inappropriate conduct and actions. It is the responsibility of all board members, officers, employees, and volunteers to report concerns about ethical violations or suspected violations of laws or regulations that govern the Redwood Empire Food Bank operations.

D. No Retaliation. It is contrary to the values of the Redwood Empire Food Bank for anyone to retaliate against any board member, officer, employee, or volunteer who in good faith reports an ethics violation, or a suspected violation of law, such as a complaint of discrimination, or suspected fraud, or suspected violation of any regulation governing our operations. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment.

E. Reporting Procedure. The Redwood Empire Food Bank has an open door policy and suggests that employees share their questions, concerns, suggestions or complaints with their supervisor. If you are not comfortable speaking with your supervisor or you are not satisfied with your supervisor's response, you are encouraged to speak with the Chief Executive Officer. Supervisors are required to report complaints or concerns about suspected ethical and legal violations in writing to the Chief Executive Officer who has the responsibility to investigate all reported complaints. Employees with concerns or complaints may also submit their concerns in writing directly to their supervisor or the Chief Executive Officer. Any complaints involving the Chief Executive Officer may be submitted in writing to the Chair of the Board of Directors.

The Miratech Ethics Hotline Program is an additional reporting tool that allows our employees to anonymously report concerns or violations of company policies. The website is available 24 hours a day, seven days a week. Reports that are submitted go directly to Human Resources. The website address is: https://report.syntrio.com/refb.

F. Chief Executive Officer. The Chief Executive Officer is responsible for ensuring that all complaints about unethical or illegal conduct are investigated and resolved. The Chief Executive Officer will advise the Chair of the Board of Directors of all complaints and their resolution and report at least annually to the Chair of the Audit Committee on compliance activity relating to accounting or alleged financial improprieties.

G. Accounting and Auditing Matters. The Chief Executive Officer shall immediately notify the Audit Committee of any concerns or complaints regarding corporate accounting practices, internal controls or auditing and work with the committee until the matter is resolved.

H. Acting in Good Faith. Anyone filling a written complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

I. Confidentiality. Violations or suspected violations may be submitted on a confidential basis by the complainant. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation. Violations or suspected violations may also be submitted on an anonymous basis to the Chief Executive Officer or Chair of the Board of Directors.

J. Handling of Reported Violations. The Chief Executive Officer will notify the person who submitted a complaint and acknowledge receipt of the reported violation or suspected violation. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

K. Contact Information for Reporting Violations

Chief Executive Officer Redwood Empire Food Bank (707) 523-7900 See www.refb.org for the name and contact information of the CEO	Chair, Board of Directors Redwood Empire Food Bank See www.refb.org for the name and contact information of the current Board Chair

VI. AT-WILL EMPLOYMENT RELATIONSHIP. All employment relationships are "at-will" and are based on the mutual consent of the employee and the REFB. This means that either you or the REFB can end the employment relationship at any time, with or without cause or advance notice, and for any reason not prohibited by law. There is no promise that your employment will continue for a set period of time, nor is there any promise that your employment will be terminated only under particular circumstances. Nothing in this Handbook or in any document or statement limits the “at-will” nature of the employment relationship. No one at the REFB has the authority to change this “at-will” relationship except by an individual written employment agreement signed by the REFB’s Chief Executive Officer. In the case of the Chief Executive Officer, the written employment agreement must be signed by the REFB Board Chair.

VII. INTRODUCTORY PERIOD. The first 90 days of continuous employment is considered an introductory period. During this time, we will assess your ability to perform your job and you can assess whether you feel your job is the right fit for you. We may extend the introductory period if we believe an extension is appropriate. Completion of the introductory period does not change the at-will status of regular employment.

VIII. EMPLOYEE STATUS. All employees are "Regular," or "Temporary" employees, and are either classified as exempt or non-exempt.

A. Regular Employees. Regular employees are those employees who are not hired on a temporary basis by REFB or through a staffing agency. Regular employees are classified as either “full-time” or “part-time”

1. Full-time Employees. Full-time employees are those non-exempt employees who are regularly scheduled to work 30 or more hours per week, and those exempt employees who are classified as .75 full-time equivalent (FTE) or higher.

2. Part-time Employees. Part-time employees are those non-exempt employees who are regularly scheduled to work 29 or fewer hours per week, and those exempt employees who are classified as less than .75 FTE.

B. Temporary Employees. Temporary employees may be hired directly by REFB or through a staffing agency.

1. Direct Hire Temporary Employees. On occasion, REFB will directly hire an employee on a temporary full-time or part-time basis for a specific purpose, function, or period of employment. Temporary employees who prove themselves to be good and reliable workers may be asked return as regular or temporary employees in the future. An employee will not change from temporary status to any other status unless specifically informed of such a change. If a Direct Hire Temporary Employee is hired as a regular employee, the employee will receive credit for their time as a Direct Hire Temporary Employee for purposes of some REFB benefits as outlined in this Handbook.

2. Staffing Agency Temporary Employees. On occasion, REFB will hire temporary employees through a staffing agency. Such employees are employed by the staffing agency and receive their employee benefits through the staffing agency. If a Staffing Agency Temporary Employee is subsequently hired by REFB as a regular employee, the employee does not receive credit for their time as a Staffing Agency Temporary Employee for purposes of REFB benefits.

C. Exempt/Non-Exempt

1. Exempt. Exempt employees are those salaried employees in executive, administrative, and professional positions who are exempt from certain wage and hour requirements of state and federal law. Exempt employees are not eligible for overtime pay.

2. Non-Exempt. All hourly employees and those salaried employees whose duties do not meet the test for being exempt under state and federal law are non-exempt employees. Non-exempt employees must record their hours worked and are eligible for overtime pay, rest and meal breaks.

IX. WORKING HOURS AND SCHEDULES

A. Business Hours. Our business hours are generally between 8:00 a.m. and 4:30 p.m. Monday through Friday. We are generally closed on weekends and REFB-recognized holidays.

B. Work Schedules. We will notify you of your work schedule in advance. Your work start and end times and the total number of hours you work each day or week may vary. We appreciate your cooperation with these changes.

Exchanging work schedules with other employees is discouraged. However, if you need to exchange schedules, you must request and receive the approval of your supervisor. Work schedule exchanges will not be approved for the mere convenience of an employee or if the exchange interferes with normal operations or results in overtime.

C. Requesting Time Off. To request time off work for vacation, personal reasons, illness, injury or medical/dental appointments for you or a family member, see the Paid Time Off (PTO) policy in this Handbook for instructions. If you are not eligible to earn PTO, please refer to the PTO section of this Handbook and follow the same procedure to request time off.

D. Job Duties. Your job duties and performance requirements will be explained to you upon hire and throughout your employment as necessary or helpful. From time to time, we may ask you to work on special projects or to assist with other work necessary or important to our operations. Your cooperation and help in these circumstances is expected and appreciated. Because our business needs change over time, we reserve the right at any time to change job duties and reassign or transfer job positions as needed.

X. TIMEKEEPING AND TIME WORKED POLICIES FOR NON-EXEMPT EMPLOYEES

A. Recording Time Worked. We use your time records to calculate your pay. You are responsible for recording your time worked accurately so we can pay you the proper amount and on time. To do this, we need you to record your start and stop time when you:

- start working for the workday;
- stop work to take your meal break;
- start working again after your meal break is over;
- stop working for the workday; and
- the start and stop of any other period of work (except for authorized rest breaks because they are paid).

How you record your time varies by job position:

- Drivers and Some Programs Department Employees: Use the computer time clock or the web-based timekeeping app (use of the app is required when you are starting or stopping work away from REFB; geo-fencing is not activated).
- Logistics and Staff with Workstations: Use the computer time clock. Use of the web-based timekeeping app is with manager approval only** (use of the app is voluntary at all times)
- Staff with Workstations: Use your computer or the web-based timekeeping app** (use of the app is voluntary at all times)

**The mobile app is equipped with a geo-fencing feature which records your location when you clock in/out. This is to ensure people do not clock in/out before they are ready to begin work. The app does not track your travels, just your location at the time you record your time.

If you forget to record your time or you can't record your time because of a power outage, malfunction, or any other reason, use the **Change Request** link from your timesheet to send a correction request to your supervisor. Correcting time records creates extra work for our staff who handle payroll, so please take care with this very important part of your work. Employees will be required to certify that their time record is accurate at the end of each pay period.

Working off-the-clock is strictly prohibited. Record all work start and stop times on your time record. Please do not engage in personal tasks while you are "on the clock" (except for restroom breaks and authorized rest breaks) or falsify time entries because this is wage theft and is unacceptable. If you believe your time is not recorded accurately, notify your supervisor immediately so the time can be accurately recorded and you are properly paid. Time records are personal to each employee. You may not record work start and stop times for other employees.

B. Workweek and Workday. For purposes of computing overtime, our workweek begins on Sunday and ends the following Saturday. Our workday begins at 12:01 a.m. and ends 24 hours later.

C. Overtime. Due to business needs, we may require you to work beyond your scheduled hours. Your ability to work extra hours is a condition of your employment. We will pay non-exempt employees any hours that qualify as "overtime" or "double time" in accordance with state and federal law as follows:

Days 1-6 in the same workweek First 8 hours/workday	Hourly rate of pay
Days 1-6 in the same workweek >8-12 hours/workday or >40 hours/workweek *7th consecutive day in the same workweek* First 8 hours/workday	1.5 times the regular rate of pay
Days 1-6 in the same workweek >12 hours/workday *7th consecutive day in the same workweek* >8 hours/workday	2 times the regular rate of pay

Although we will try to give you advance notice if we need you to work beyond your scheduled hours, it is not always possible. Overtime is based on the actual hours you work, so hours paid but not worked (holidays, floating holidays, PTO) are not included in calculating overtime.

We require employees to have a supervisor's approval before they can work overtime. Do not work overtime unless it has been approved in advance. We will pay for non-approved overtime, but you may be subject to disciplinary action.

Exempt employees are paid on a salary basis to complete the responsibilities of their job position, which typically requires working more than 40 hours/week and outside of business hours. Exempt employees are not paid according to their hours worked and they are not eligible for overtime.

D. Reporting Time Pay. When we set employee work schedules we do our best to anticipate our business needs, but occasionally circumstances develop that result in our asking you to call in to see if there is available work that day. If this happens, the following reporting time pay rules apply:

- If we require you to report to work and you do report, and we send you home before you work half of your scheduled day, we will pay you for half of your scheduled day's work (minimum of 2 hours, maximum of 4 hours) unless we sent you home because of one of the Exceptions listed below, in which case you will only be paid for the hours you actually worked.
- If we require you to report to work and you do report, but we send you home after you have worked half of your scheduled day's work, we will pay you for the hours you actually worked.
- If you are required to contact us on your scheduled work day to see if there is work available and we do not have work for you, or if we have you come to work for less than half of your scheduled shift, we will pay you for half of your scheduled day's work (minimum of 2 hours, maximum of 4 hours), unless work was not available because of one of the Exceptions listed below.
- Exceptions: We do not pay reporting time pay if (1) you request to go home early or you miss work due to personal reasons; (2) you work at least half of your scheduled hours that work day; (3) we cannot begin or continue our operations due to threats to employees or property, or when recommended by civil authorities; (4) public utilities fail to supply electricity, water, or gas, or there is a failure in the public utilities or sewer system; or (5) the interruption of work is caused by an Act of God, or other cause not within our control, such as the weather.

XI. ATTENDANCE AND PUNCTUALITY

A. Our Expectations. We hired you to perform a job that is important to our business. As with any group effort, it takes cooperation and commitment from everyone to operate effectively. Your attendance and punctuality are very important to that team effort. Absences can cause a slow-down in work and added burden for your co-workers.

We expect and require good attendance from all employees. We need you to be at your work area by the start of your scheduled work day. We will not tolerate repeated absenteeism or tardiness. If you have a medical condition or disability that affects your ability to report for work on a consistent basis or on time, see the Accommodating Disabilities section of this Handbook to learn about reasonable accommodation.

B. Reporting Absences/Late Arrivals. We understand that there are times when you cannot avoid being absent or late to work. If you know you will be absent or late due to a planned personal obligation, you must request time off in advance as outlined in the PTO policy in this Handbook. If you are unexpectedly unable to report for work on time, you must notify your supervisor as soon as possible, but at least one hour before your scheduled work time, by email, phone call or text. You are required to follow this notification procedure for each day you are absent, unless you have submitted a doctor's note that excuses you from work for a specific period of time.

When you notify us of your absence/late arrival you must provide the general reason. If you notify us you will be arriving late, you must also provide the time you anticipate arriving at work. Unreported and unexcused absences of two consecutive workdays constitute a voluntary resignation of your employment with us.

C. Pay for Mandatory Meetings/Training. We will pay non-exempt employees for the time they spend traveling to and attending mandatory meetings and trainings. Exempt employees do not receive pay in addition to their salary.

XII. REST, MEAL, AND COOL DOWN BREAKS FOR NON-EXEMPT EMPLOYEES

A. Rest and Meal Breaks. We authorize and permit non-exempt employees to take paid off duty 10-minute rest breaks, and we provide 30-minute unpaid off duty meal breaks to employees, according to the number of hours they work:

Number of Hours Worked	Number of Paid Rest Breaks	Number of Unpaid Meal Breaks
Less than 3.5 hours	0	0
3.5-5 hours	1	0
5.01-6 hours	1	1*
6.01-10 hours	2	1
10.01-12 hours	3	2**
12.01-14 hours	3	2

*If you will not work more than 6 hours and you signed a **Voluntary Meal Break Waiver (5-6 Hour Workday)**, you do not have to take a meal break.

If you will not work more than 12 hours, and you took your first meal break, and you signed a **Voluntary Meal Break Waiver (10-12 Hour Workday) for your second meal break, you do not have to take a second meal break.

If you signed a **Voluntary Meal Break Waiver**, you may change your mind and revoke the waiver at any time by notifying the Department Director or Human Resources.

B. Scheduling Breaks. Some departments schedule employee break times while others allow employees to coordinate their break times with each other to ensure adequate coverage. Please speak with your supervisor about their procedure. Employees who are working away from REFB, such as drivers and Programs Department employees, must still take all required breaks on time; they should schedule their own breaks and consult with their supervisor if they have any problem.

- If you are entitled to a meal break, you may not work more than 5 hours before starting your meal break. For example, if you start working at 8:00 a.m., you must start your meal break no later than 12:59 p.m.
- If you are entitled to a second meal break, you may not work more than 10 hours before starting your second meal break.
- Your two rest breaks will generally fall on either side of your meal break (if a meal break is required), unless such scheduling is impractical.
- Rest breaks may not be accumulated, added to meal breaks, or taken at the beginning or the end of the shift.
- **Do not do any work during your breaks**. During breaks, you will be relieved of all work duties and you may leave the premises, but you must be sure to return and begin work by the end of the allotted break time.
- **If anyone asks you to work during your break, or if your break is interrupted by work, see the Reporting Rest and Meal Break Issues policy below and report the issue right away.**

C. Cool Down Breaks. If you work outside and you feel the need to take a cool-down break to protect yourself from overheating, we permit and encourage you to take a break in the shade for at least five minutes. Cool down breaks are paid so you should not clock out for these breaks; they are paid.

D. Reporting Rest, Meal and Cool Down Break Issues. We believe rest, meal and cool down breaks are important to our employees' health and welfare. Please notify your supervisor right away if you encounter any of the following issues so that we can resolve it:

- you have not been relieved of all duty during your break;
- you are asked to return to work before you have completed your break;
- you feel you cannot take an uninterrupted 10-minute rest break or 30-minute meal break;
- someone is discouraging you from taking, or you feel pressured not to take, a break; or
- you feel as though your workload or some other factor interferes with or prevents you from taking a full 10-minute rest break or 30-minute meal break by the end of your 5th hour of work, or a second unpaid meal break before starting the 11th hour of work;
- you feel that you cannot take a cool down break.

If you report any of the issues above and you don't feel it has been addressed or corrected, notify the Department Director or Human Resources so the issue can be resolved.

XIII. PAY PROCEDURES

A. Compensation. We set employee compensation based on a variety of factors including the work being performed; the required skill, effort, and responsibility; job performance; and other factors applied equally to all members in your job classification. Additional considerations can include possible cost-of-living and/or merit increases and the prevailing rate of pay in the relevant geographic area for similar work and responsibilities. Compensation is also dependent on our financial status. We do not encourage or discourage employees from disclosing, discussing, or asking each other about their wages and we prohibit retaliation against employees for doing so. We consider your compensation to be your private business. If another employee asks us about your compensation, we will not disclose it unless the person has a business need to know that information. Similarly, if your job

duties result in your learning other employees' compensation, you may not share that information with others unless there is a business need to do so.

B. Pay Days. We pay all employees for time worked between the 26th and 10th of the month on the 15th of the month, and for time worked on between the 11th and 25th of the month on the last day of the month. If we are closed on pay day, you will be paid on the last business day before pay day. We offer our employees the convenience of having their pay deposited directly into their bank account. Please see the Payroll Department for more information.

C. Electronic Pay Statements. You may access your pay statements (pay stubs) online at any time from any computer. You may also print your pay statements from your personal computer or from the computer at select workstations within your work area or the facility. Your supervisor can direct you to the locations, or you may contact Human Resources for a copy of your pay statement.

D. Online Payroll Features. Our online payroll system offers you the self-service features outlined below.

- Approve your time record each pay period
- Submit time off requests for approval and receive notification of approval/disapproval
- View your pay stubs, W-2s and direct deposit information
- View your contact information and emergency contacts
- View your current compensation & history
- View your PTO balance and history
- View your scheduled earnings and deductions
- View Benefit Statement (total compensation report)
- View Federal & State tax withholding forms (e.g. W-4 form)

E. Mobile App. Our online payroll system offers you the convenience of a mobile app that can be downloaded to your cell phone so you have easy access to your pay information. The mobile app can also be used by non-exempt employees to record their work start and stop times if use of the app is authorized by your manager. We require drivers and many employees in the Programs Department to download the app so they can record their work start and stop times while they are away from REFB. All other employees have the option, but are not required to, download the app. All of the same features and information available on the mobile app can be accessed using the computers located at your workstation or at select work stations within your work area or the facility. Your supervisor can direct you to the locations. Instructions for downloading the mobile app are available from Human Resources or on The Wrap.

F. Deductions from Wages (All Employees). State and federal law require us to make deductions from your pay including income taxes, Social Security Taxes (FICA), State Disability Insurance (SDI), Paid Family Leave Insurance (PFLI), garnishments, and any other legally required deductions. Any other deductions must be authorized by you in writing.

G. Pay Advances. Requests for pay advances may be granted in emergency circumstances with the consent of both your Department Director and the Finance Director. Factors considered in determining whether to grant a pay advance request include but are not limited to, the amount of the advance, the proposed payback schedule, and the number and dates of prior requests. Under no circumstances will an advance be granted that exceeds estimated net pay for the current pay period. If we grant your request for a pay advance, you will be required to sign a **Payroll Deduction Authorization Form** to repay the advance before the advance is made.

H. Pay Corrections. We take all reasonable steps to make sure you receive the correct amount of pay and that your accrued and available PTO is recorded accurately on your pay stub.

If you believe there is an error, bring it to the Payroll Department's attention right away so we can make corrections as quickly as possible.

I. Business and Expense Mileage Reimbursement. We will reimburse you for all authorized and required reasonable expenses you incur on our behalf in connection with performing your job duties. Business mileage will be reimbursed at the rate set by the IRS annually. Employees who drive on behalf of REFB should submit their business mileage reimbursement requests through the payroll system. All other staff should submit mileage reimbursement requests through the payroll system.

To receive reimbursement for out-of-pocket business expenses (or if you missed entering mileage into the payroll system), submit a completed Employee Expense Report with supporting receipts to your supervisor. The supervisor is responsible for submitting the Employee Expense Report to the Finance Department no later than the 5th of each month. We expect you to be prudent in determining the necessity and amount of expenses incurred. If you have questions about this policy, please ask your Department Director or Chief.

J. Business Credit Cards. We issue business credit cards to some employees to use for approved business expenses. Business credit cards can only be used for business purposes. Supporting receipts for all business credit card purchases must be authorized by your Department Director and submitted to the Finance Department within three days of incurring a charge.

XIV. EMPLOYEE BENEFITS. In addition to providing you with workers' compensation insurance, social security and state and federal unemployment insurance coverage, we offer the employee benefits outlined below. We reserve the right to change our benefit offerings at any time with reasonable advance notice.

A. Paid Time Off

1. Eligible Employees. We provide paid time off (PTO) to all regular employees and all Direct Hire Temporary Employees based on their years of active service. Active service begins on the employee's first day of work as a regular or Direct Hire Temporary Employee and continues thereafter unless it is broken by an absence without pay, a leave of absence, or termination of employment. This PTO policy meets the requirements of the California's Healthy Workplaces, Healthy Families Act because it provides a minimum of one hour of paid time off for every 30 hours worked. Staffing Agency Temporary Employees are not eligible for PTO benefits because they receive benefits from the staffing agency.

2. Earning PTO. All eligible employees earn PTO according to the policies below.

a. Regular Non-Exempt Employees. Regular non-exempt (hourly) employees earn PTO for each regular hour paid (hours worked, PTO pay, holiday pay and floating holiday pay). Employees do not earn PTO on overtime hours worked or while on an unpaid leave of absence.

Year of Employment**	PTO Hours Earned Per Regular Hour Paid (all employees)	PTO Hours Earned Per Year (40 hour/week employees; others are pro rata)	Maximum Accrual
Date of hire through the 2nd year of employment	0.057692	120 hours/15 days	180 hours
Beginning of 3rd year through the 4th year of employment	0.065385	136 hours/17 days	204 hours
Beginning of 5th year through the 9th year of employment	0.076923	160 hours/20 days	240 hours
Beginning of 10th year and beyond	0.096154	200 hours/25 days	300 hours

Employees will stop earning PTO once they reach the Maximum Accrual ("Maximum") (see chart) and won't begin earning PTO again until they take enough time off to reduce their PTO balance below the Maximum. Once that occurs, they will begin earning from that date forward until they reach the Maximum again.

**Credit for prior service: For purposes of calculating the Year of Employment, an employee who separates from REFB and is rehired within one year, will be given credit for prior years of service as a regular employee and as a Direct Hire Temporary Employee. For example, if an employee worked for REFB for two full years as a regular and/or Direct Hire Temporary Employee, left for one year, and is rehired, the employee will be given credit for the two prior years of service and will begin earning PTO benefits at the level of an employee beginning the third year of employment upon rehire.

b. Regular Exempt Employees. Regular exempt (salaried) employees earn PTO on a per pay period basis as follows. Employees do not earn PTO while on an unpaid leave of absence.

Year of Employment**	PTO Hours Earned Per Pay Period*	PTO Hours Earned Per Year*	Maximum Accrual
Date of hire through the 2nd year of employment	5.0	120 hours/15 days	180 hours
Beginning of 3rd year through the 4th year of employment	5.6667	136 hours/17 days	204 hours
Beginning of 5th year through the 9th year of employment	6.6667	160 hours/20 days	240 hours
Beginning of 10th year and beyond	8.3333	200 hours/25 days	300 hours

*For purposes of calculating PTO, exempt employees are presumed to work 40 hours per week (for 1.0 FTE) or their pro-rata share of a 40 hour week (for less than 1.0 FTE).

Employees will stop earning PTO once they reach the Maximum Accrual ("Maximum") (see chart) and won't begin earning PTO again until they take enough time off to reduce their PTO balance below the Maximum. Once that occurs, they will begin earning from that date forward until they reach the Maximum again.

**Credit for prior service: For purposes of calculating the Year of Employment, an employee who separates from REFB and is rehired within one year, will be given credit for prior years of service as a regular employee and as a Direct Hire Temporary Employee. For example, if an employee worked for REFB for two full years as a regular and/or Direct Hire Temporary Employee, left for one year, and is rehired, the employee will be given credit for the two prior years of service and will begin earning PTO benefits at the level of an employee beginning the third year of employment upon rehire.

c. Direct Hire Temporary Employees. Direct Hire Temporary Employees earn PTO at the rate of 0.034 per hour worked (1 hour for every 30 hours worked) (regular or overtime hours), up to a maximum of 80 hours per year. Such employees may carry over up to 48 hours of PTO from one year to the next. For purposes of calculating PTO, exempt employees are presumed to work 40 hours per week (for 1.0 FTE) or their pro-rata share of a 40 hour week (for less than 1.0 FTE).

3. Using PTO. Employees may use their PTO any time after their first day of employment, as approved by their supervisor. PTO may be used for any reason, including but not limited to, vacation, your illness/injury, your Eligible Family Member's illness/injury, medical and dental appointments, school activities, bereavement leave, and other personal business or commitments.

Eligible Family Members include:

- your spouse/registered domestic partner
- your parent/stepparent/foster parent/legal guardian/the person who stood in loco parentis to you when you were a minor child
- your child/stepchild/foster child/legal ward, or a child to whom you stand in loco parentis (regardless of the child's age or dependency status)
- your sibling, grandparent or grandchild
- your spouse/registered domestic partner's parent, stepparent, foster parent or legal guardian
- a Designated Person (a person you designate at the time you request to use PTO to care for someone who is sick; you are limited to designating one Designated Person per calendar year).

PTO may also be used for certain purposes if you are a victim of domestic violence, sexual assault, stalking and some other crimes, and for some types of family/medical leave. See the Domestic Violence and Crime Victims Leave and Family/Medical Leave policies in this Handbook or Human Resources for more information.

We do not allow employees to use PTO before they earn it. We encourage all employees to take time off every year and reserve the right to schedule an employee's PTO in any situation we deem appropriate.

Non-exempt employees may use PTO in quarter-hour increments. In recognition of the fact that exempt employees often work more than 40 hours per week, we do not require salaried exempt employees who occasionally need time off for personal reasons to use PTO if the absence is less than four hours. However, they will still be expected to meet the requirements of their position. Exempt employees who need time off of four hours or more, must use PTO.

If you are a non-exempt employee, your PTO pay will be your regular rate of pay multiplied by the number of hours you would have worked had you not taken time off. If you are an exempt employee, all time off with pay is included in your regular salary.

Unused PTO will carry over from year to year up to the Maximum Accrual. We will pay you all unused earned PTO hours when your employment ends.

4. Scheduling PTO. PTO is divided into two categories – foreseen events such as vacation and pre-planned appointments; and unforeseen events such as illness, injury, and urgent medical or dental appointments. The rules for using PTO for each type of event are below.

a. Scheduling PTO for Vacation and Events That Can Be Planned. To request to take PTO for vacation and other events that can be planned in advance, complete and submit a Time Off Request through the mobile app or the HRIS system at least two weeks in advance. Your request must state the start and end date and the reason for your PTO request. We will approve time off requests for medical reasons. Approval for non-medical reasons will be based on our business needs. We recommend that you not make any travel arrangements or incur expenses until you learn whether your request has been approved.

We require you to schedule planned medical and dental appointments outside of work hours if possible. If that isn't possible, please schedule your appointment at the beginning or end of your work day so your absence least impacts your work. If you need time off work to attend an appointment, submit a Time Off Request through the mobile app or the HRIS system for approval as soon as you know you need the time off. Your request must state the start and end date and the reason for your PTO request.

We require employees who take time off for vacation and personal reasons to use their accrued PTO, unless prohibited by law. Employees with insufficient PTO balances to cover requested time off may be granted unpaid time off at the discretion of the Department Director. Approval of such requests will be based on the business needs of the operation.

b. Using PTO for Illness, Injury and Other Events Not Capable of Pre-Planning. If you cannot report to work due to illness, injury or some other event not capable of pre-planning, you must contact your supervisor prior to the start of your scheduled shift. If you become ill during the day, notify your supervisor before you leave work. If you use our mobile app and you are receiving a cell phone stipend you should submit your Time Off Request using the mobile app. If you do not use our mobile app, complete a Time Off Request in the HRIS system when you return to work. If you will not be returning by the end of the pay period, please ask your supervisor to submit the request for you. Your request must state the start and end date and the general reason you took PTO.

5. Medical and Other Verification. A note from your doctor is generally not required if you are using your accrued PTO for medical, dental, or preventative medical/dental health reasons for you or your Eligible Family Member. However, we may request a medical certification if you take a medical leave of absence or a leave to care for your ill family member. If you take time off beyond your accrued PTO for such reasons, we may request medical documentation.

If you request to use your accrued PTO for a reason not related to your or your Eligible Family Member's health, we may require verification of the reason for your time off. For example, use of PTO for jury duty may require proof of jury duty summons; use of PTO for reasons related to a qualifying act of violence may require proof of the reason for the time off.

6. PTO Payout. When an employee's accrued Paid Time Off (PTO) balance is more than two times the number of hours the employee is scheduled to work in a workweek, employees may request to have those excess hours paid out. We require the employee to leave a PTO balance of at least two of their regular workweeks so that it is available to use in the event of future illness or emergency. Requests to buy out PTO must be made by submitting a **PTO Payout Request Form** to the Payroll Department at least two weeks before pay day.

B. REFB Holidays. In addition to Paid Time Off, regular full-time and regular part-time employees are eligible for the paid holidays we announce each year. Direct Hire Temporary Employees and Staffing Agency Temporary Employees are not eligible for holiday pay.

People & Culture will announce the schedule of holidays towards the end of each calendar year for the next calendar year, but we typically observe the holidays listed below. We generally close the facility on the announced holidays though, at times, some staff may be asked to work on the holiday due to work requirements.

New Year's Day	Independence Day
Martin Luther King Jr. Birthday	Labor Day
President's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Juneteenth	Christmas Day

Holiday pay for eligible full-time non-exempt employees is calculated as their base hourly rate of pay times the number of hours they are normally scheduled to work. Holiday pay for eligible part-time employees is calculated as their base hourly rate of pay times 4 hours. If an eligible non-exempt employee is required to work on a paid scheduled holiday they will be paid for the hours worked plus they will receive holiday pay. Holiday pay for exempt employees is included in their regular salary.

To be eligible for holiday pay, you must work your regularly scheduled working days immediately before and immediately after the holiday, unless an absence on either day is approved in advance by your supervisor or the absence is otherwise protected by law. Employees are not eligible to receive holiday pay during a paid or unpaid leave of absence.

C. Floating Holidays. Regular full-time and regular part-time employees will receive two floating holidays each calendar year. Direct Hire Temporary Employees and Staffing Agency Temporary Employees are not eligible for floating holidays.

Floating holiday pay for regular full-time non-exempt employees will be their base hourly rate times the number of hours they are normally scheduled to work. Floating holiday pay for regular part-time non-exempt employees will be their base hourly rate of pay times 4 hours per day. Floating holiday pay for exempt employees is included in their regular salary.

During the first calendar year of employment, new employees receive floating holidays according to their first day of work as follows:

- January 1 – June 30 2 floating holidays
- July 1 – September 30 1 floating holiday
- October 1 – December 31 0 floating holidays

Floating holidays must be used in whole-day increments and may be used for any reason such as birthdays, anniversaries, or state and federal holidays during which REFB remains open. Floating holidays must be used by December 31 of each calendar year. Unused floating holidays will be paid out at the end of each calendar year and upon separation from employment.

To be eligible for floating holiday pay, you must work your regularly scheduled working days immediately before and immediately after the floating holiday, unless an absence on either day is approved in advance by your supervisor or the absence is otherwise protected by law. Employees are not eligible to receive floating holidays during a paid or unpaid leave of absence.

To request floating holiday time off, submit a Time Off Request through the mobile app or the HRIS system at least two weeks in advance.

D. Retirement Plan. We offer a 403(b) plan to employees eligible under the terms of the plan. See Human Resources for a Summary Plan Description.

E. Health Club Membership Reimbursement. All regular employees are eligible to receive a health club membership reimbursement of up to $72 per calendar quarter. To receive reimbursement, eligible employees must submit proof of gym membership and the membership fees paid to Human Resources at the end of the calendar quarter. This benefit applies only to membership fees and does not cover other services or expenses. Employees on a leave of absence are not eligible for reimbursement. Temporary employees are not eligible for this benefit.

F. Continuing Education and Tuition Reimbursement Benefit. We encourage our employees to enhance their skills and abilities in their career paths by attending training and/or educational activities. We support this policy by setting aside funds in the operating budget for this purpose. The amount of funds available will vary year-to-year depending on the annual budget.

1. Required Continuing Education. If we require you to attend a training, conference or seminar, we will pay (or reimburse you for) all associated costs. If you are a non-exempt employee, you should record the time you spend traveling to and from and attending the event on your time record so that we can pay you for your time. Exempt employees are paid a salary which covers all work, including attendance at any required trainings, conferences and seminars. Both exempt and non-exempt employees should submit a reimbursement request for any mileage driven in their personal vehicle to attend the program.

2. Voluntary Continuing Education. We offer a continuing education benefit for eligible employees who wish to attend a training or education program that is not required by REFB. The following rules apply:

- You must be a regular full-time employee for at least 1 year before the date of the program and in good standing from the date of approval through the completion of the program. Eligibility for reimbursement ends immediately if your employment with us ends (whether voluntarily or involuntarily). Employees who began employment as a Direct Hire Temporary Employee and later became a regular employee will be given credit for their service as a Direct Hire Temporary Employee for purposes of this benefit.
- The program must be directly related to your job responsibilities, help you perform your job more efficiently or at a higher level (e.g., classes in Microsoft Excel, fundraising, software usage, English or Spanish language instruction, etc.), or prepare you for greater responsibility.
- You must submit a Continuing Education Approval Request to your immediate supervisor and Department Director and obtain their approval before registering for the program.
- We have the discretion to grant all, grant part or deny your request. The maximum amount of total reimbursement per fiscal year is $500. Prior to approval, funds must be available in the budget and are committed on a first-come-first-served basis each year.
- The following are eligible for reimbursement: your out-of-pocket costs for the program itself and required textbooks for the program.
- The following are examples of items that are not eligible for reimbursement: program and textbook costs paid for by a grant, scholarship, or any other source; application fees, health fees, class supplies, parking fees; mileage to drive to/from the program and other travel expenses.
- You must attend the entire program to be eligible for reimbursement. If the program is a certificate program or class for which Pass/No Pass or a grade is issued, you must receive a Pass or a grade of B or better in order to be eligible for reimbursement.
- Since your participation in these programs is voluntary, the time non-exempt employees spend traveling to/from the program, attending the program, and preparing for or completing coursework is not considered hours worked and will be on your own time. Exempt employees are paid a salary which covers all work, including attendance at any voluntary programs.

- Within 30 days after completing the program, you must provide proof of payment for the approved costs to be reimbursed and proof of a Pass or grade of B or better (if the program was through a certificate program or school).

XV. INSURANCE BENEFITS

A. Medical, Dental and Vision Insurance. We offer medical, dental and vision insurance to regular employees who are regularly scheduled to and actually work 30 or more hours per week. For employees whose hours worked fluctuate, we determine whether you are "regularly scheduled to and actually work" the required number of hours, by calculating the average hours you worked during a six-month period rolling backward

We currently pay the premium for the base medical, dental and vision plan for employees and pay a flat sum toward coverage for their eligible dependents. You may select to participate in a higher level plan, but you are responsible for the additional premium. Any premiums you owe for yourself or your dependents must be paid through payroll deduction. We reserve the right to discontinue the insurance and to change the insurance carrier, type of insurance, deductible, premium co-pay, benefits offered, and any other aspect of the insurance offered. Plan details and eligibility requirements are available from Human Resources.

B. Life Insurance. We provide life insurance to regular employees who are regularly scheduled to and actually work 30 or more hours per week. We currently pay for $10,000 in life insurance for each eligible employee. You may purchase additional coverage at your expense. We reserve the right to discontinue the insurance and to change the insurance carrier, benefits offered, and any other aspect of the insurance offered. Plan details and eligibility requirements are available from Human Resources.

C. State Disability Insurance. You contribute to the State of California Disability Insurance Program through payroll deductions as required by law. Disability insurance benefits are payable when you cannot work because of an illness or injury not caused by your employment with us or when you are entitled to temporary workers' compensation at a rate less than the daily disability benefit amount. For more information, contact the California Employment Development Department or see www.edd.ca.gov.

D. Paid Family Leave Insurance. Employees taking certain leaves defined by law may be eligible for Paid Family Leave Insurance (PFLI) benefits. PFLI is not a type of leave of absence, but an insurance program providing partial income replacement to employees who lose pay when they are granted time off work for any of the following purposes:

- to care for an eligible seriously ill family member (child, spouse, registered domestic partner, parent, grandparent, grandchild, sibling or parent-in-law);
- to bond with a minor child within one year of the child's birth, adoption or placement in foster care; or
- a "qualifying exigency" related to the covered active duty or call to covered active duty of the employee's spouse, registered domestic partner, child, or parent in the Armed Forces of the United States.

This state-mandated insurance is paid for via mandatory payroll deductions. For more information, contact the California Employment Development Department or see www.edd.ca.gov.

E. Unemployment Insurance. Unemployment insurance is an insurance program paid for by employers. If you become unemployed, contact the California Employment Development Department or see www.edd.ca.gov.

F. Social Security. Social Security is an important part of every employee's retirement benefit. You and the REFB make equal contributions to your social security account as required by law.

G. Workers' Compensation Insurance. We provide workers' compensation insurance coverage for work-related injuries and illnesses. If you are injured while working, no matter how minor it first appears, report it to Human Resources immediately.

XVI. PERSONNEL INFORMATION

A. Employee Information. Please notify Human Resources in writing of any changes in your name, address, telephone number, number of deductions, or emergency contact information so that we have complete and accurate personnel records.

B. Personnel Files. Your personnel file is confidential. Requests for personnel information, whether from our employees or from outside agencies or individuals, must be referred to Human Resources. You have the right to inspect your personnel file within 30 days of a written request in the presence of our representative at a mutually convenient time. You or your representative may also receive a copy of your employment records if you pay for reasonable copying costs and any postage costs. If you want to inspect your personnel file, please see Human Resources for a **Request to Review Personnel Records**.

C. Reference Requests. You may not provide information about current or former employees to anyone inside or outside the REFB, unless required by your job duties. If you receive a request for information about a past or present employee, do not have any on or "off the record" conversation about the individual. Refer the person to the Chief Executive Officer or Human Resources. Examples of requests that should be referred to Human Resources include requests for verifications of employment, employment references and comments about performance. Strict observance of this policy is required to protect employee privacy rights.

By policy, we disclose only the dates of employment and the title of the last position held of former employees.

XVII. COMMUNICATION POLICY

. We encourage open and constructive communication between you, your co-workers, and members of management. If you have questions about our policies or procedures, ask your supervisor or Human Resources. You are an important part of our team, and we encourage you to make suggestions freely.

We maintain bulletin boards located in the employee kitchen. Bulletin boards are used to provide information to employees about our events and activities, information of interest, and other material we view as appropriate. Please check this area regularly.

Employees may not post items on REFB bulletin boards unless the following conditions are met:

- Postings may be made by REFB employees only;
- The information to be posted must first be approved by the Department Director;
- Postings are limited to 8.5" x 11" in size;
- Bulletin boards will be updated monthly; and
- Posted items will be dated and will be removed after one month.

XVIII. NEWS MEDIA CONTACTS

. You may be approached for interviews or comments by the news media. Only contact people designated by the Chief Executive Officer may comment to news reporters on our policies and events. This policy does not limit your right to discuss the terms and conditions of your employment, or to try and improve these conditions.

XIX. EMPLOYEE CONDUCT

A. Expectations. As an REFB representative, you are expected to conduct yourself in a manner that demonstrates your commitment to those we serve.

- Everyone is to be treated respectfully, courteously and given proper attention at all times;
- Never regard a question or concern as an interruption or an annoyance;
- Respond to inquiries, whether in person or by phone, promptly and professionally;
- If you cannot resolve the problem, find someone who can;
- All correspondence and documents, regardless of receiver, must be neatly prepared and error-free;
- Maintain attention to accuracy and detail in all paperwork.

B. Prohibited Conduct. Employees are expected to conduct themselves in a manner to further the REFB's objectives. The following conduct is prohibited and will not be tolerated by the Redwood Empire Food Bank. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and REFB operations also may be prohibited and will result in disciplinary action up to and including termination.

- Falsifying employment records, employment information, or other REFB records;
- Inefficient or careless performance of job responsibilities or inability to perform job duties satisfactorily;
- Recording the work time of another employee or allowing any other employee to record your work time, or falsifying any time card, either your own or another employee's;
- Theft and deliberate or careless damage or destruction of any REFB property, or the property of any employee or customer;
- Consuming, taking, or allowing a volunteer to consume or take, food, drink, and/or non-food items designated for participants or other purposes, such as composting or food waste intended for local farm animals (unless you or the volunteer are food assistance recipients);
- Removing or borrowing REFB property without prior authorization;
- Unauthorized use or misuse of REFB equipment, time, materials, or facilities;
- Provoking a fight or fighting during working hours or on REFB property;
- Participating in horseplay or practical jokes on REFB time or on REFB premises;
- Carrying firearms or any other dangerous weapons on REFB premises at any time;
- Causing, creating or participating in a disruption of any kind during working hours on REFB property;
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management;
- Using abusive, threatening or intimidating language at any time on REFB premises;
- Violation of REFB punctuality and attendance policies. Absences protected by state or federal law do not count as violations of this policy. Protected paid time off under California law does not count as a violation of this policy;
- Failing to obtain permission to leave work for any reason during normal working hours, not including meal periods;
- Failing to observe working schedules, including rest and lunch periods;
- Sleeping or malingering on the job;
- Making or accepting personal telephone calls, including cell phone calls, of more than three minutes in duration during working hours, except in cases of emergency or extreme circumstances;
- Working overtime without authorization or refusing to work assigned overtime;
- Violation of dress standards;
- Violating any safety, health, security or REFB policy, rule or procedure;
- Violation of the REFB's drug and alcohol policy;

- Committing a fraudulent act or a breach of trust under any circumstances;
- Violating the REFB's anti-harassment or equal employment opportunity policies; and
- Failing to promptly report work-related injury or illness.

This statement of prohibited conduct does not alter the REFB's policy of at-will employment. Either you or the Redwood Empire Food Bank remain free to terminate the employment relationship at any time, with or without reason or advance notice.

C. Smoking Policy. Smoking and the use of all smoking devices to smoke or ingest any substance is prohibited in our buildings, vehicles and all work premises in the community. You may only smoke outside at least 100 feet from our buildings during rest and meal breaks. Because you may not work while under the influence of marijuana, you may not smoke or ingest marijuana during rest or meal breaks. Employees who smoke do not receive extra break time.

D. Personal Hygiene and Dress Code

1. Personal Hygiene. Because we are in the food service business, we are required to follow State and local regulations regarding the personal hygiene and cleanliness of our staff. For this reason, you are required to report for work ready for food handling even if your position is not in direct contact with food. According to the California Department of Public Health, proper personal hygiene begins at home with daily bathing, washing hair and wearing clean clothes. You are required to follow strict personal hygiene during the day including, but not limited to, frequent hand washing.

2. Dress Code. You are a representative of the REFB in our community, to our partner organizations, participants we serve, and visitors we greet. You are expected to wear clothing appropriate for the nature of our business and the type of work you perform. Your clothing should be neat, clean, and tasteful. In some situations, an announcement may be made for the entire office to dress in more traditional business attire due to onsite meetings or events. Department Directors may issue more specific guidelines. Certain employees may be required to wear safety equipment or clothing. Any deviations from these guidelines must be approved by your supervisor.

If we provide you with a uniform, you are required to wear it at all times while working. You must take care of your uniform and launder it in a washing machine. Uniforms will be replaced due to ordinary wear and tear. Please advise your supervisor if you need a replacement.

The following are examples of inappropriate clothing:

- torn, frayed, oversized (excessively large or long) clothing
- shorts, dresses or skirts that do not hang at least 2 inches below the fingertips
- clothing that creates a safety hazard
- torn or frayed clothing
- shirts or tops that show bare shoulders; low-cut tops
- workout wear (sweatpants, jogging suits, etc.) or pajama-style clothing
- casual flip-flops
- clothing with offensive sayings or offensive wording
- clothing which shows the midriff or low back
- visible undergarments

If you report to work with poor hygiene or inappropriately dressed, we may ask you to leave work and return in acceptable attire with proper hygiene. Your time away from work will be unpaid.

We will make reasonable accommodation for religious dress and grooming practices if requested. If you have questions about this policy, ask your supervisor or Human Resources.

3. Shoe Policy. Slip-resistant shoes will be required by all employees who have job descriptions that place them at occupational risk. Due to the nature of our work, slips, trips and falls are a major concern and can cause severe injury. In order to minimize the risk of an injury, we have developed this footwear policy for the benefit of our employees. Your manager will notify you if your duties require specific footwear and you will be provided with a copy of the Shoe Policy.

E. Fragrance Policy. We strive to maintain a fragrance-free workplace. You may not use/wear any of the following in the workplace or when on the job, regardless of location, if you may come in contact with employees, volunteers, guests or donors: cologne, after shave lotion, perfume, perfumed hand lotion, fragranced hair products, fragranced deodorants and/or similar products.

F. Housekeeping. All employees are expected to keep their work areas clean and organized. People using common areas such as lunch rooms, locker rooms, and restrooms are expected to keep them sanitary. Please clean up after meals and dispose of trash properly.

G. Parking. You may park your vehicles in the following areas:

- South side of the front parking lot (side opposite of building)
- North West parking lot in the rear
- East side of the building in the Endologix parking lot

Areas in the front of the building are reserved for Food Connections Market shoppers, volunteers and visitors.

Parking areas may be monitored with video or other surveillance for purposes of protecting REFB property only. This surveillance system is in no way intended to provide employees with personal security.

H. Off-Duty Use of Facilities. Employees are prohibited from remaining on the Redwood Empire Food Bank premises or making use of REFB facilities while not on duty. Employees are expressly prohibited from using REFB facilities, REFB property, or REFB equipment for personal use. This policy is not intended to limit the ability of employees to use the REFB's email systems to communicate with other employees regarding the terms and conditions of their employment during non-working times, including such topics as wages, job performance, workload, supervisors or staffing.

I. Employment of Relatives. Relatives of employees may be eligible for employment with the REFB only if individuals involved do not work in a direct supervisory relationship, or in job positions in which there is a conflict of interest. We define "relatives" as spouses, registered domestic partners, children, siblings, parents, in-laws, and step-relatives. Current employees who marry or become registered domestic partners with another employee will be permitted to continue working in the job position held only if they do not work in a direct supervisory relationship with one another or in job positions involving conflict of interest. Decisions regarding potential employment of relatives will be reviewed individually.

J. Workplace Relationships/Non-Fraternization Policy. Consenting "romantic" or sexual relationships between a member of management and a subordinate employee may lead to unhappy complications and significant difficulties for the employee, the supervisor, colleagues and our operations. Relationships between individuals in inherently unequal positions may also undermine the real or perceived integrity of the management and evaluation process, as well as the trust inherent in our work environment. These relationships are usually contrary to the REFB’s best interests.

We consider it inappropriate for any member of management to establish an intimate relationship with another employee when the supervisor may be required to make professional judgments about that employee’s work performance. It is a violation of our policy for any member of management to offer or request sexual favors, make sexual advances, or engage in sexual conduct, consensual or otherwise, with a member of our work force.

In discouraging romantic and sexual relationships between supervisors and subordinate employees, we do not intend to intrude in our employees' private lives nor to inhibit the social interaction (such as lunches, dinners or attendance at REFB events) that are or can be an important part or extension of the working environment. Our policy against such romantic and sexual relationships is not justification for a supervisor to refuse to engage in appropriate interaction with employees.

We recognize the ambiguity of, and the variety of meanings of, the term "romantic" relationship. We trust that the parties to such a relationship will appreciate the complications created by the relationship and will act in a manner consistent with this policy.

If a romantic or sexual relationship between a supervisor and another employee should develop, it is the supervisor's responsibility and mandatory obligation to promptly disclose the existence of the relationship to Human Resources. The subordinate employee may make the disclosure as well, but disclosure is required by the supervisor.

Human Resources shall inform the Chief Executive Officer and others with a need-to-know of the existence of the relationship, including the person responsible for the employee's work assignments. Upon learning of such a relationship, we may take all steps we deem appropriate. We will remove the supervisor from participation in activities or decisions (such as hiring, evaluations, promotions, compensation, work assignments and discipline) that may reward or disadvantage any employee with whom the supervisor has or has had such a relationship. If that occurs, we may make reasonable efforts to find a suitable position within the REFB to which one of the employees will transfer. We may also assign job duties to minimize problems of supervision, safety, security or morale. If accommodations of this nature are not feasible in spite of reasonable efforts, we will permit the employees to determine which of them will resign. If the employees cannot make a decision, we will decide who will remain employed.

Employees who are involved in a relationship restricted or prohibited by this policy who fail to promptly disclose it, will be subject to disciplinary action. Please see Human Resources with any questions.

If you believe you have been adversely affected by a romantic relationship between a supervisor and another employee, you are encouraged to notify Human Resources right away so we can address the issue.

This policy shall apply without regard to the gender, gender identity or the sexual orientation of the participants in a relationship.

K. Solicitation and Distribution. In an effort to ensure a productive and harmonious work environment, non-employees may not solicit or distribute literature in the workplace for any purpose during working time. (Working time does not include meal or rest breaks or any other time when employees are not on duty). In order to avoid unnecessary interruptions to your work, one employee may not solicit another while either person is on working time. Employees may not distribute non-work materials in work areas.

L. Social Media Policy. We understand that social media can be a fun way to share your life and opinions with family, friends and co-workers, but use of social media also presents certain risks and carries with it certain responsibilities. We have established these guidelines for appropriate use of social media as it impacts your employment with us. This policy applies to all employees.

1. Guidelines. Social media includes all means of communicating or posting information or content on the Internet, including to your own or someone else's blog, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the REFB, as well as any other form of electronic communication. The same principles and guidelines found in our policies apply to your activities online that impact the workplace.

Ultimately, you are solely responsible for what you post online. Please remember that any of your online conduct that adversely affects your job performance, your fellow employees' performance or otherwise adversely affects our legitimate business interests, is a violation of this policy and may result in disciplinary action.

2. Know and Follow the Rules. Carefully read these guidelines and our Policy Against Discrimination, Retaliation, and Harassment, and ensure your online activity does not violate these policies. Avoid online conduct that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or our policies. Inappropriate postings of discriminatory remarks, prohibited workplace harassment, threats of violence or similar inappropriate or unlawful conduct will not be tolerated.

3. Be Honest and Accurate. Never post information or rumors that you know to be false about the REFB, other employees, volunteers, visitors, donors, suppliers, or people working on behalf of the REFB.

4. Maintain Confidentiality. Maintain the confidentiality of our trade secrets and private or confidential information. Trades secrets may include nonpublic information regarding the development of our policies, procedures, processes and our finances and personnel information (subject to the statement below). Do not post trade secrets, internal reports, policies, procedures or other internal nonpublic business-related communications. Your obligations under the terms of any Confidentiality or Non-Disclosure Agreements signed by you apply to all of your online activities.

This policy does not prohibit employees from (i) discussing their wages or terms and conditions of their employment with their co-workers or representatives; (ii) engaging in protected concerted activity; (iii) discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that the employee believes is unlawful; or (iv) testifying about alleged criminal conduct or alleged sexual harassment if the employee is compelled to do so pursuant to a court order, subpoena, or written request from an administrative agency or the legislature.

5. Express Only Your Personal Opinions. Never represent yourself online as a spokesperson for the REFB. If the REFB is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the REFB, fellow employees, volunteers, visitors, donors, suppliers or people working on behalf of the REFB, unless you are authorized to do so. If you publish a blog or post online related to the work you do or subjects associated with the REFB, make it clear that you are not speaking on behalf of the REFB.

6. Using Social Media at Work. Do not use social media while on work time or on equipment we provide, unless it is work-related and authorized by your supervisor and consistent with our policies. Do not use the REFB email addresses to register on social networks, blogs or other online tools utilized for personal use.

XX. CONFIDENTIALITY AND CONFLICTS OF INTEREST

A. Confidentiality of Nonpublic Information About Our Organization and Donors. We require all employees to respect and protect the confidentiality of the private and proprietary information they acquire in the course of their work, and that they avoid outside business-related activities that might compromise their ability to act in our best interests and the interests of our donors.

Confidential Information is nonpublic proprietary information and trade secrets about our business and our donors, including but not limited to, business plans, financial information, marketing plans and methods, planning, personnel, files and donor lists and information. All employees must comply with the following:

- Do not discuss, use, or disclose Confidential Information except as required in the course of your job duties.
- Maintain security of all confidential information entrusted to you.
- Do not discuss Confidential Information in public or even with other employees unless they need the information to perform their job duties.
- Do not leave Confidential Information out where it can be seen by the public or employees who do not need the information to perform their job duties.
- If you learn of a breach of confidentiality, bring it to Human Resources' attention immediately so steps can be taken to lessen any damage and take corrective action.
- Do not remove Confidential Information from work without the Chief Executive Officer's prior approval.

We take this very seriously. Any violation of the letter or spirit of our confidentiality policies may result in discipline. Employees in some positions are required to sign a **Confidentiality and Non-Disclosure Agreement**.

B. Exceptions to Confidentiality Requirements. Our Confidentiality Policy does not prohibit you from (i) discussing your wages or terms and conditions of your employment with your co-workers or representatives; (ii) engaging in protected concerted activity; (iii) discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you believe is unlawful; or (iv) testifying about alleged criminal conduct or alleged sexual harassment if you are compelled to do so pursuant to a court order, subpoena, or written request from an administrative agency or the legislature.

C. Conflicts of Interest. You may not accept or give gifts, benefits or unusual hospitality that could create real or potential conflicts between your own personal interests and the REFB's interests. If a situation with the potential for a conflict of interest arises, please discuss it with your Department Director in advance.

No employee may accept a gift or gratuity from any partner organization, vendor, supplier, or other person doing business with the REFB because doing so may give the appearance of influencing business decisions, transactions or service. Please discuss expenses paid by such persons for business meals or trips with your Department Director in advance.

D. Conducting Personal Business. Employees are to conduct only Redwood Empire Food Bank business while at work. Employees may not conduct personal business or business for another employer during their scheduled working hours.

E. Outside Employment. We believe that dedication to excellence and quality requires a special kind of energy and commitment, but we also understand that in some circumstances, you may choose to hold a second position elsewhere. We do not prohibit outside employment so long as (1) it does not interfere with your work performance for us, and (2) your other work does not create a conflict of interest with your employment with us. We prohibit the use of our equipment and supplies for any other employment or business. To avoid the potential for conflicts of interest, potential work in any field directly or indirectly related to our business must be disclosed to Human Resources in advance.

XXI. EMPLOYEE CELL PHONES. You are expected to remain focused on your work when you are being paid and to conduct any personal business during your meal and rest breaks. On an infrequent basis, you may make, send, accept or check cell phones for personal calls, emails, text messages, social media posts, etc., during working hours. If you have a personal issue that may require you to frequently check your personal phone, discuss this need in advance with your supervisor. If your supervisor determines that your cell phone is creating a repeated distraction, you may be required to keep your cell phone in the off position and inaccessible except while on meal and rest breaks.

You may not use your personal cell phones for business purposes during or outside of working hours unless you have been specifically requested to do so. You will be asked to sign the Stipend Agreement to cover the estimated cost of your personal cell phone use for business purposes.

Exceptions to this policy will be made when you are experiencing an emergency situation and need to use your device to connect with others and/or assess the emergency situation. We encourage you to give the office number to your emergency contacts so they can reach you in an emergency situation

XXII. PROPERTY, EQUIPMENT AND SUPPLIES

A. Telephones, Supplies, and Office Machines. Our telephones, office and work supplies, fax machine, printer, photocopy machine, postage and other materials are for business use only. They may not be used for personal use. Employees should have no expectation of privacy in office equipment or emails, voicemails, text messages or other information stored or passing through our equipment.

B. Equipment Policy. We will provide you with all of the tools and equipment you need to perform your job duties. You are responsible for using the tools and equipment in a safe manner, storing them properly, and reporting any loss, breakage, damage and unsafe conditions to your supervisor immediately. If you destroy or lose our tools or equipment, or you damage or lose them through your gross negligence, you will be required to pay the cost of replacement.

Our tools and equipment may only be used in performing your job duties. They may not be used for personal purposes or work for other employers, and they may not be removed from any work premises without your supervisor's prior approval. Anyone violating this Equipment Policy is subject to immediate termination and possible prosecution.

C. IT Policy. We take the safety and security of our data, information and systems very seriously and as such, have created a separate IT Policy to cover all important aspects of our network and information systems. As technology and our security posture will likely change over time, an updated IT Policy document will be presented to you when and if these changes occur.

The IT Policy covers the following topics: Use of Company Systems, Data Use and Protection, Network Use, Wireless Use Policy, Individual Email, Group or Departmental Email, Email Backup, Email Use, Password Policy and Construction, Password Lifecycle, Password Reuse, Password Protection, Information Technology Acquisitions, End-User Workstations and Laptops, and Mobile Devices.

D. Employee Property in the Workplace. We are not responsible for damage or theft to personal property you choose to bring to work. You do so at your own risk. Do not use your personal devices, tools or equipment to perform work unless you have our permission and you are receiving reimbursement from us for that business use. You may not use personal electronic devices to record (audio, video or otherwise) our premises, products, or employees at any time.

Any personal property you bring to the workplace, including but not limited to packages, purses, and backpacks, may be inspected upon reasonable suspicion of unauthorized possession of our property, possession of dangerous weapons or firearms, or violation of our Drug and Alcohol Policy.

No personal locks may be used on REFB-provided lockers unless you provide a copy of the key or the combination to the lock to Human Resources. Unauthorized use of a personal lock on an REFB locker may result in losing the privilege of using a locker.

XXIII. TECHNOLOGY

A. Email, Internet and Computer Network System. We may provide you with the use of a computer and access to the Internet and email as a resource to perform your job duties. Your use of the computer and internet during work hours must be directly related to your job. During non-working hours (before and after work and during breaks and lunch), you may use the computer and Internet for your personal use so long as all of our policies are followed. Keep in mind that your use of our computers and internet is not private and is subject to inspection and monitoring by the REFB.

Employees are not authorized or allowed to store any personal information or files on the REFB computer network system.

No employee may read, view or print another employee's email without the express authorization of the original recipient of the email, the Department Director, CEO, or Human Resources. Violation of this policy is grounds for immediate dismissal. Because all computers, storage media, and communication devices are our property, they are subject to inspection and monitoring by an authorized REFB representative at any time, with or without advance notice or consent. You should not have any expectation of privacy as to any electronic files, data or materials stored on our equipment or systems.

Employees are strictly prohibited from accessing, storing, creating, generating, reproducing, or transmitting any material which is offensive, including material which is sexually explicit, racially offensive, or which may be reasonably construed as offensive to another employee (see also the Policy Against Discrimination, Retaliation, and Harassment in this Handbook). If you receive such material by email or otherwise, you should alert Human Resources right away. You must also take care not to allow the introduction of computer viruses into our office equipment or systems. Do not download files from the internet or upload files onto our system unless it has been approved in advance by the Department Director, CEO, or Human Resources.

Any software or other material downloaded onto our computers may be used only in ways consistent with the licenses and copyrights of the vendors, authors or owners of the material. Prior written authorization from the Department Director, CEO, or Human Resources is required before introducing any software onto our computer system. Employees may not download music, entertainment software or games.

Only authorized employees may communicate on the Internet on behalf of the REFB. Employees may not express opinions or personal views online that could be misconstrued as being those of the REFB.

Any violation of this policy may result in loss of computer access and disciplinary action, including termination of employment.

B. Artificial Intelligence (AI) Tool Use Policy. "AI tools" refer to software systems that are capable of performing tasks that typically require human intelligence. These may include, but are not limited to, machine learning, natural language processing, speech recognition, and AI-powered analytics tools such as ChatGPT.

AI tools have the potential to contribute positively to your work processes and outcomes by enhancing productivity, efficiency, and accuracy, but they should be used judiciously and only to enhance traditional work methods. They should not replace the application of your knowledge in your area of expertise or your exercise of sound judgment.

If you choose to use AI tools, you must exercise caution, ensuring that the information is accurate, reliable, and based on sound principles and practices of your job position. Relying solely on AI tools is strictly prohibited.

You must also ensure your use of AI tools is consistent with our policies and does not compromise the integrity of work processes or data security. Use of AI tools must also be in compliance with applicable laws, regulations, and standards, including those related to data protection, privacy, and intellectual property.

AI tools must not be used to store, process, or transmit sensitive or proprietary REFB, donor or food recipient information. Also keep in mind that any creations, inventions, or innovations derived from the use of AI tools in the workplace, in connection with your work, or on paid work time are REFB property.

Confidentiality and client privacy are paramount. AI tools should never be provided with information that can identify an employee, donor or patron or sensitive details about an employee, donor or food recipient. Under no circumstances should identifiable or sensitive information be inputted into AI tools.

Finally, when using AI tools, you should maintain transparency regarding the methods and algorithms applied and be accountable for the outputs and decisions derived from such tools.

You are encouraged to report any misuse or unethical use of AI tools to Human Resources.

XXIV. DRIVING ON BUSINESS. If you drive on REFB business, whether using your personal vehicle or one of our vehicles, you must comply with our Vehicle Usage Policy and Procedures. They will be provided to you separately.

XXV. GUESTS AND VISITORS

A. Guests and Visitors in the Workplace. Visits from friends and family are to be kept to a minimum and for short durations (but never more than two hours) in order to preserve an appropriate work environment. It is extremely important that the impression left with REFB visitors is that of a professional organization with the highest standards of conduct.

Emergencies in which children must be in the office for an extended length of time are to be kept to an absolute minimum. The REFB may not be used as a substitute for childcare of employees' children. On those occasions when children are present, they should not be allowed to disrupt others in the office.

Your child is your responsibility and must be under your direct supervision at all times. If a child is ill, you must present a doctor's note to your immediate supervisor indicating the child is not contagious. Under no circumstances may children perform work for the REFB, unless the child is hired as an employee pursuant to REFB policies.

If you wish to bring a minor child to work and prior notice is possible, submit a request to your supervisor to be reviewed by the Department Director. Pets are not allowed at the REFB. Assistance animals are the exception to this rule.

We reserve the right in our sole discretion to deny guest and visitor requests for any reason, including, but not limited to, the requested guest or visitor has been disruptive in the past, there is a special event scheduled on the date(s) requested, or the work environment is not appropriate for the visitor or guest due to safety or other reasons.

B. Guest and Visitor Relations. The REFB is a service business and we all must remember that the donor, volunteer, agency partner, board member, visitor and food recipient always come first. Our donors ultimately pay all of our wages. Our food recipients are our customers. Our volunteers are vital to our mission. You are expected to be polite, courteous, prompt, and attentive to every guest or visitor. If you encounter an uncomfortable situation you do not feel comfortable or capable of handling, notify a supervisor immediately.

XXVI. HEALTH AND SAFETY

A. Health and Wellness. We take our obligation to provide a safe and healthy workplace seriously. If you are sick or not feeling well, please do not come to work. Please notify your supervisor that you will be absent as soon as possible, but at least one hour before your scheduled work time, by email, phone call or text. If you come to work ill or not fit for duty, you may be asked to leave work. You may use your PTO to cover your time away.

Because we are in the food service business, we are required to follow State and local health regulations. If you have symptoms associated with acute gastrointestinal illness such as vomiting, diarrhea, fever, or jaundice you are prohibited from working with food. If you have been diagnosed with Salmonella Typhi, Shigella, E. coli or hepatitis A you may not perform jobs that require contact with food or food-contact surfaces until a doctor determines that you are disease-free. All of these diseases are easily transferred to foods and are considered severe health hazards.

You are required to notify your supervisor of any relevant infectious disease or condition to which you may have been exposed. Additionally, for the health of the entire organization, you may not report to work if you have an illness that may be contagious to others. If you appear to have an illness that may be contagious, you may be asked to leave for the day or longer. In some cases, you may be required to obtain medical clearance prior to returning to work.

B. Fitness for Duty. We provide a drug and alcohol-free workplace. You may not consume, ingest or be under the influence of alcoholic beverages, marijuana, or illegal drugs on or away from any work location during work hours or breaks. You are required to be fit and able to perform your job duties from the time you report to work until you complete your work day. If you report to work or later become unfit to perform your job fully and satisfactorily for any reason, you may create safety hazards for yourself and others. If this happens, we will send you home and you will be subject to disciplinary action. We reserve the right to require medical certification showing fitness for duty in any situation we deem appropriate.

If you are using prescription or over-the-counter drugs that may impair your ability to safely perform the job, or affect the safety or well-being of others, you must notify a supervisor of such use immediately before starting or resuming work. If it is determined that the use of prescription or over-the-counter drugs actually impairs your job performance we may request a doctor's note and if you have a physical or mental disability, we will engage in an interactive process with you and evaluate reasonable accommodation.

C. Drug and Alcohol Policy. We have adopted a Drug and Alcohol Policy and reserve the conduct drug and alcohol testing. Each employee must sign and comply with the Drug and Alcohol Policy as a condition of employment.

D. Safety Policy. Safety is essential. Your awareness, quick thinking, and appropriate action when an accident occurs can make a critical difference. All employees must participate in creating a safe work environment for everyone. If you see an unsafe condition or a work safety or health risk, correct the situation (if it is safe to do so) and immediately report it to your supervisor. Every effort will be made to quickly correct unsafe or unhealthy conditions, work practices, or procedures. We ask all employees to cooperate in helping to promote safety and prevent accidents to employees and visitors by using common sense and the following general safety rules:

- Always be on the alert for safety hazards.
- Promptly report all unsafe or potentially hazardous conditions to a supervisor.
- Help to avoid all accidents by eliminating hazards wherever you find them.
- Immediately report all accidents and injuries to your supervisor and Human Resources.
- Promptly report any suspicious looking strangers to a supervisor.
- Learn to lift properly -- keep your back straight and lift with your legs.

- Familiarize yourself with the location of the first aid kits and fire extinguishers located throughout the workplace.
- Keep doors and access points unblocked, well-lighted and unlocked during work hours.
- Keep work areas free from debris and exposed electrical cords.

Let's help look after each other!

E. Injury and Illness Prevention Program. We attempt to provide a safe work place for all employees, complete instructions and training about safe working methods, and special equipment to protect employees against hazards. It is every employee's responsibility to observe safety regulations, use the safety equipment provided and practice safety at all times. Employees shall not engage in any conduct which jeopardizes the health and safety of any other person at the REFB or a member of the public.

F. Injuries Involving Employees. You are covered by workers' compensation insurance if you are injured while working. Report on-the-job accidents and injuries to your supervisor and Human Resources immediately and complete and submit an injury report within 24 hours of the injury. Report forms are available from Human Resources. Neither the REFB nor our insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity even if it is sponsored by us.

G. Policy Against Workplace Violence. We have zero tolerance for acts of violence and threats of violence. All such acts and threats, even those made in apparent jest, will be taken seriously, and will lead to discipline up to and including termination. We have adopted a Workplace Violence Prevention Plan. A copy is provided to new employees and can be found on the Company intranet (The Wrap).

H. Right to Inspect. To ensure the safety of the workplace and protect and preserve our property and interests and those of our employees and volunteers, we may inspect our property and any personal property you bring onto work premises at any time. All areas in the workplace are subject to inspection including without limitation, desks, lockers, equipment (computers, voicemail, email, instant messages, cell phones), and storage areas. These inspections may not be announced.

You should not have any expectation of privacy with respect to business or personal items you bring onto work premises or stored in or on our property. You are required to cooperate with inspections as a condition of your employment. Refusal to consent to an inspection amounts to insubordination and will result in disciplinary action. Inspections will be conducted with prudence and propriety and you will be treated with dignity and respect. It is not our intention to embarrass or humiliate anyone, but simply to protect our rights, the rights of our employees and to make the workplace safe and comfortable.

I. Audio/Video Recordings. Due to concerns regarding the potential for invasion of privacy, sexual or other harassment, and protection of proprietary or confidential information, you may not use any audio or video recording devices while on working time unless it is part of your job to prepare recordings for REFB business. You also may not use any audio or video devices in work areas that the REFB has identified as confidential, secure or private, unless you are engaging in protected activity related to improving the terms and conditions of your employment, such as documenting health and safety issues.

We often photograph and audio/video record our food distributions, programs, activities and events for use in our community outreach, social media, donor materials and publications. On occasion, the media may also be visiting our work sites and photographing or recording in connection with news publications. You may be asked to participate directly in the photo/recording, or you may be photographed/recoded working in the background. If you do not wish to be photographed or recorded, please inform your supervisor right away.

J. Video Cameras in Use. To ensure the safety of the work place and our employees and to protect and preserve our property, we have installed video cameras throughout the facility to monitor certain areas of the workplace. These cameras are operational and recording at all times. You should not have any expectation of privacy in these areas. There are no cameras installed in restrooms, changing areas or private offices.

XXVII. END OF EMPLOYMENT

A. Ending the Employment Relationship. You and the REFB share the right to end the employment relationship at-will, with or without cause or advance notice. There are no express or implied covenants that in any way conflict with this right. If you decide to resign, we request (but do not require) that you let us know at least two weeks in advance. We reserve the right to pay you in lieu of any notice you provide.

B. Return of Property. You must return all of our property including but not limited to, vehicles, keys, uniforms, identification badges, credit cards, etc., immediately upon termination of employment. You are also required to furnish all passwords and security codes.

C. Exit Interview. You may be asked to participate in an exit interview to communicate your thoughts regarding job requirements, operations, and training. It also provides an opportunity to discuss issues concerning benefits and insurance, your repayment of any outstanding debts and to provide you with your final pay.

D. Severance Pay. We do not provide severance pay to employees when their employment ends, whether by the employee or us, except pursuant to an express written agreement signed by the REFB's Chief Executive Officer (or in the case of the Chief Executive Officer, the Board Chair).

XXVIII. LEAVES OF ABSENCE

LEAVES OF ABSENCE. Each type of leave of absence has its own rules, as discussed below. We will follow applicable state and federal law regarding holding positions for an employee on a specified leave of absence, but we cannot otherwise guarantee that your position will remain open. We may also grant an extension of any leave of absence if, in our sole discretion, an extension is warranted and business conditions allow. Extension requests must be submitted in writing prior to the end of your approved initial leave and will be handled on a case-by-case basis.

A. Medical Leaves. We provide the following medical leaves to eligible employees:

1. Non-Work-Related Injury or Illness. If you have a non-work-related illness or injury (other than related to pregnancy or childbirth), we will grant you an unpaid medical leave of up to 12 workweeks calculated on a rolling 12-month basis. We may grant additional leave if it is a reasonable accommodation for your disability and does not cause an undue hardship on our operations. This leave runs concurrently (at the same time) as any family/medical leave.

2. On-the-Job Injury or Illness. If you have a work-related injury or illness, we will grant you medical leave until (1) a recognized medical professional certifies that you are able to resume your position; (2) in the cases where we determine that light duty is reasonable, while that light duty is available; (3) you have been certified as unable to return to work in your position (i.e. your condition is permanent and stationary) and accommodation has been evaluated and exhausted; (4) you resign or otherwise indicate you are not going to return to your job; or (5) it causes undue hardship on our business and business necessity requires that we fill your position on a permanent basis. This medical leave is not paid by us, but you should be eligible for workers' compensation insurance benefits. This leave runs concurrently (at the same time) as any family/medical leave.

3. Pregnancy/Childbirth Disability Leave. If you are disabled by pregnancy or childbirth, we will grant you an unpaid pregnancy disability leave (PDL) for as long as you

are disabled, up to a maximum of four months per pregnancy. We may grant you additional leave if it is a reasonable accommodation for a disability and does not cause an undue hardship on our operations. "Disabled by pregnancy or childbirth" means that you are unable, because of pregnancy, childbirth or a related medical condition, to perform one or more of your essential job duties without undue risk to yourself, your pregnancy's successful completion, or to others.

PDL is not for an automatic period of time, but only for the time you are disabled by pregnancy or childbirth. Your licensed medical provider will determine when and how much time off work you need. PDL can be taken before or after the baby is born and may be taken in the form of a leave of absence (one continuous period of time) or intermittent leave (separate periods of time or a reduced work schedule), as required by your medical provider. All PDL you take, including leave before the baby is born, counts toward the four-month leave maximum. The four-month maximum is the total number of days you normally work in one-third (1/3) of a year or 17⅓ weeks. This leave does not run concurrently (at the same time) as any family/medical leave.

4. Notice Requirements. If you require a leave of absence or intermittent leave, you must notify us as soon as you learn that you are, or will become, temporarily disabled and unable to work by submitting a **Leave of Absence Request** to Human Resources. The notice must state the general reason for the leave, the date the leave will begin, and how long the leave is expected to last. You must also provide proof of disability in the form of a medical certification at the start of your leave and from time-to-time during your leave. See Human Resources for a **Health Care Provider's Certificate of Disability** or a **Certification of Health Care Provider for Pregnancy Disability Leave**. Failure to provide reasonable advance notice or a completed medical certification may result in a delay or denial of your medical leave.

5. Use of PTO; Holiday Pay. Medical leaves are unpaid unless you use your accrued paid time off. You are not eligible for holiday pay during a leave of absence (paid or unpaid). You may be eligible for wage replacement benefits from other sources. Rules are outlined below. We do not integrate PTO benefits with State of California Disability Insurance or workers' compensation insurance.

Type of Leave	PTO	Other Wage Replacement**
Non-work-related injury/illness Pregnancy/childbirth disability	Optional during SDI waiting period only; not available when receiving SDI benefits.	CA State Disability Insurance (SDI)
Work-related injury/illness	Not available when receiving SDI or workers' compensation benefits.	Workers' Compensation Insurance

If you apply for and are granted benefits.**

6. Insurance During Leave. If you are granted medical leave, we will continue to make the same contribution toward your health insurance premium and other employee benefit plans as if you had continued working for the Coverage Period:

Type of Leave	Coverage Period
Non-work-related injury/illness	Up to 12 workweeks in a rolling 12-month period measured backward from the date you use any leave.
Work-related injury/illness	Up to 12 workweeks in a rolling 12-month period measured backward from the date you use any leave.
Pregnancy/childbirth disability	Period of the pregnancy disability, up to 17 1/3 workweeks

You must continue to make your premium copayments during your leave or your insurance may be cancelled. This means that once you stop receiving a paycheck from us, you will need to submit your premium copayment to us no later than each pay day. Alternatively, you may make arrangements to prepay your contributions at the beginning of your leave or at the beginning of each month. If you are granted leave beyond the Coverage Period, our insurance premium payments will end, but you may continue on our insurance plans at your expense under COBRA guidelines.

If you do not return to work at the end of an approved medical leave, we may require you to pay back the health insurance premiums we paid during the Coverage Period unless you do not return because of (1) the continuation, recurrence or onset of the health condition that entitled you to PDL or other circumstances beyond your control; or (2) you are taking a family/medical leave under the California Family Rights Act.

7. Extension Requests. We will consider requests for extensions of a medical leave if your written request is received by Human Resources before the expiration of your approved leave and it is supported by medical certification stating that you continue to be disabled and the amount of additional leave you need.

8. Return to Work. Before returning from medical leave, you will be required to provide a **Fitness for Duty Certification** from your licensed medical provider releasing you to return to work. If you use PDL, satisfy all conditions of our PDL policy, and return to work immediately after your PDL expires, we will reinstate you to your original job, or in certain instances, to a comparable job with equivalent pay, benefits and other employment terms and conditions. However, you have no greater right to reinstatement to the same or a comparable position or to other benefits and conditions of employment than you would have had if you had been continuously at work during the PDL. For example, if your job is eliminated during your PDL and no equivalent or comparable job is available, you are not entitled to reinstatement.

If you do not come back to work at the end of your approved medical or PDL leave, we will consider you to have voluntarily resigned.

B. Pregnancy and Lactation Accommodation

1. Pregnancy Accommodation. We will provide reasonable accommodation if a licensed medical provider certifies that you require a transfer or accommodation because of your pregnancy, childbirth or related medical condition. See Human Resources for a **Certification of Health Care Provider for Pregnancy Disability Leave, Transfer and/or Reasonable Accommodation**. When we receive the Certification, we will review your specific work restrictions and work with you to identify and implement reasonable accommodations.

2. Lactation Accommodation. If you need an accommodation to express breast milk at work, please submit a written request to Human Resources as soon as possible. In response, we will provide the following:

- a reasonable amount of unpaid break time, in addition to your regular paid rest breaks and unpaid meal breaks, to express milk. You are required to use the breaks already provided, if possible. Non-exempt employees must clock out and back in for any break time used beyond their normal paid rest period.
- use of a safe, clean room or other location (other than a restroom) located in close proximity to your work area where you may express milk in private. The location will have a sturdy surface, a place to sit, and electricity.
- access to a sink with running water and refrigerator space suitable for storing milk in close proximity to your work area. If a refrigerator can't be provided, we will provide you with a cooler.

If we are unable to provide a sufficient amount of break time or an appropriate location for you to express milk, we will notify you in writing of the reasons. While we hope you will report any concerns related to a request for lactation accommodation directly to us, you have the right to file a complaint with the California Labor Commissioner.

C. Reproductive Loss Event Leave. We will provide up to five days of unpaid leave if you have worked for us for 30 or more days and you have suffered one of the following "reproductive loss events":

- failed adoption;
- failed surrogacy;
- miscarriage;
- stillbirth;
- unsuccessful round of intrauterine insemination; or
- unsuccessful round of artificial insemination or embryo transfer procedure.

This leave is available to either parent and must be completed within three months of the event, but it need not be taken on consecutive days. If you take pregnancy disability leave or family medical leave immediately prior to the event, the leave must be completed within three months of the end of that other leave. If you suffer more than one reproductive loss event within a 12-month period, your total reproductive loss leave time may not exceed 20 days within a 12-month period.

This leave is not paid, but you may use your accrued PTO or floating holiday. To request leave, submit a **Leave of Absence Request** to Human Resources as soon as you learn of the need for time off.

D. Family/Medical Leave. We will grant unpaid family/medical leave to eligible employees in accordance with the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).

1. Eligible Employees. If you meet all of the following criteria, you are eligible to take an unpaid family/medical leave for a qualifying reason:

- you have worked for us for at least 12 months before your leave is to begin (including time on covered military leave under USERRA);
- you have worked at least 1,250 hours during the 12-month period before your leave is to begin (including time on covered military leave under USERRA); and
- the leave is for one of the following qualifying reasons:
  - (1) your Serious Health Condition that makes you unable to perform the functions of your position (up to 12 workweeks of leave in a 12-month period); or
  - (2) to care for your child, parent, parent-in-law (CFRA only) grandparent (CFRA only), grandchild (CFRA only), sibling (CFRA only), spouse, domestic partner (CFRA only) or a Designated Person (CFRA only) with a Serious Health Condition (up to 12 workweeks of leave in a 12-month period); or
  - (3) to bond with your new child after birth, adoption or foster care placement (up to 12 workweeks of leave in a 12-month period; this leave must conclude within one year of the child's birth, adoption or foster care placement); or
  - (4) because your spouse, domestic partner, child or parent is on Covered Duty or called to Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in the Armed Forces, National Guard or Reserves and you have requested leave due to a Qualifying Exigency (up to 12 workweeks of leave in a 12-month period); or
  - (5) to care for your spouse, child, parent or next of kin who is a Covered Servicemember with a Serious Injury or Illness incurred in the line of duty on active duty in the Armed Forces (up to twenty-six (26) workweeks of leave in a single 12-month period-combined with any other family/medical leave).

2. Calculation of Family/Medical Leave. Twelve workweeks of leave are the equivalent of 12 of your normally scheduled workweeks. Twenty-six workweeks of leave are the equivalent of 26 of your normally scheduled workweeks.

The calculation method we use to determine the 12-month period in which the 12 workweeks of family/medical leave entitlement occur is a rolling 12 month period measured backward from the date you use any family/medical leave. Unused family/medical leave may not be carried over from one 12-month period to the next.

The single 12-month period used for determining your right to up to 26 workweeks of leave to care for a Covered Servicemember with a Serious Injury or Illness begins on the first day you take leave and ends 12 months later.

Family/medical leave runs concurrently (at the same time) as any medical leave granted to the employee for (1) a non-work-related injury or illness (FMLA & CFRA); (2) pregnancy disability leave (FMLA only); and (3) on-the-job injury or illness (FMLA & CFRA). Pregnancy disability leave does not count as family/medical leave under CFRA.

3. Definitions. The following definitions apply to family/medical leave:

- "Designated Person" means any person related to you by blood or whose association with you is the equivalent of a family relationship. You may designate the person when you request leave, but you may only designate one person each calendar year.

- “Serious Health Condition” includes an illness, injury (including but not limited to, on-the-job injuries), impairment, or physical or mental condition that involves inpatient care or continuing treatment, including but not limited to, treatment for substance abuse. See Human Resources for more information regarding the types of Serious Health Conditions that qualify for family/medical leave. Under federal law, disabilities caused by pregnancy, childbirth or related medical conditions are considered a Serious Health Condition. Under California law, they are not considered a Serious Health Condition.

- “Covered Active Duty” means: (A) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (B) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in Title 10 USC section 688.

- “Covered Servicemember” means: (A) a current member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a Serious Injury or Illness; or (B) a Covered Veteran who is undergoing medical treatment, recuperation, or therapy, for a Serious Injury or Illness. “Covered Veteran” means an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes family/medical leave to care for the Covered Veteran.

- “Serious Injury or Illness” means: (A) in the case of a current member of the Armed Forces (including a member of the National Guard or Reserves), an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and (B) in the case of a Covered Veteran, an injury or illness that was incurred by the member in the line of duty on active duty

in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran. Other requirements also apply. See Human Resources for more information.

- "Qualifying Exigency" includes the following events arising from Covered Active Duty or a Call to Covered Active Duty: short-notice deployment, military events and related activities, certain childcare and related activities, certain arrangements for care for parents who are incapable of self-care, making or updating financial and legal arrangements, attending counseling, taking time off to spend time with a covered military member who has been called to Covered Active Duty or is home for a rest and recuperation leave during a period of deployment, and attending to certain post-deployment activities. These are examples only. See Human Resources for more information.

4. Intermittent Family/Medical Leave. If medically necessary, family/medical leave for your (or your qualifying family member's) Serious Health Condition or Serious Injury or Illness may be taken intermittently in blocks of time or by reducing your normal work schedule. Family/medical leave may also be taken intermittently if you are on leave because of a "Qualifying Exigency." The smallest increment of time that can be used for intermittent leave is 30-minutes. If you need intermittent leave or leave on a reduced work schedule that is foreseeable because of your (or your qualifying family member's) planned medical treatment, we may require you to temporarily transfer to another available position for which you are qualified if the position better accommodates recurring periods of leave than your regular job. The alternative position will have the same rate of pay and benefits as your regular job.

We grant family/medical leave to bond with a new child in two-week increments, but we will grant requests for leave of less than two weeks' duration on any two occasions. Bonding leave must be concluded within one year of the child's birth, adoption or foster care placement.

5. Requests for Family/Medical Leave/Notice Requirements. To request family/medical leave, submit a **Family Medical Leave Request Form** to Human Resources as soon as possible, but at least 30 days before you want to begin leave. If you cannot provide 30 days' notice, submit a **Family Medical Leave Request Form** as soon as possible. For leave due to planned medical procedures or appointments, you are required to make a reasonable effort to schedule them to minimize your absence from work, subject to your (or your qualifying family member's) licensed medical provider's approval.

6. Required Certifications for Family/Medical Leave. If you request a family/medical leave, you will be required to submit a Certification as follows:

Type of Leave	Certification
Employee Serious Health Condition	Certification of Health Care Provider
Family Member or Designated Person Serious Health Condition	Certification of Health Care Provider
Serious Injury/Illness of Current Servicemember	Certification for Serious Injury or Illness of a Current Service Member
Serious Injury/Illness of Veteran	Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave
Military Qualifying Exigency Leave	Certification of Qualifying Exigency for Military Family Leave

The Certification forms are available from Human Resources. We may require re-certification from a licensed medical provider if additional medical leave is required.

7. Second and Third Medical Opinions. If you request a family/medical leave for your own Serious Health Condition and we have a good faith, objective reason to doubt the validity of the Certification you provide, we may require you to obtain a second opinion about any information in the Certification. We will designate the medical provider, but it will not be one we employ on a regular basis. If the second opinion is different from the first opinion, we may require you to obtain a third opinion with a health care provider we both approve. The third opinion will be final and binding on you and the REFB. We will pay for any second or third medical opinion we require.

8. Use of PTO; Holiday Pay. Family/medical leave is not paid by us unless you use your accrued paid time off. You may be eligible for wage replacement benefits from other sources. Rules are outlined below. We do not integrate PTO benefits with State of California Disability Insurance, workers' compensation insurance, or Paid Family Leave Insurance.

Type of Leave	PTO	Other Wage Replacement**
Employee Serious Health Condition	Optional during SDI waiting period only; not available when receiving SDI or workers' compensation benefits.	CA State Disability Insurance (SDI) (for non-work-related conditions and pregnancy/childbirth) Workers' compensation insurance (for work-related conditions)
Family Member or Designated Person Serious Health Condition Covered Servicemember with Serious Injury/Illness Military Qualifying Exigency Leave New Child Bonding	Not available when receiving PFLI benefits.	CA Paid Family Leave Insurance (PFLI)

**If you apply for and are granted benefits.

If we observe a holiday within a full workweek you take as family/medical leave, the entire workweek counts as family/medical leave and you are not eligible to receive holiday pay that week. If you use family/medical leave in increments of less than one workweek, you are eligible to receive holiday pay if you are not taking family/medical leave on the holiday and you would otherwise have worked if not for the holiday.

9. Health Insurance During Leave. If you are granted family/medical leave, we will continue to make the same contribution toward your health insurance premium and other employee benefit plans as if you had continued working for the Coverage Period:

Type of Leave	Coverage Period
Employee's Serious Health Condition (not pregnancy-related)	Up to 12 workweeks
Employee's Serious Health Condition (pregnancy-related)	Up to 17 1/3 workweeks
Serious Health Condition of Employee's Family Member	Up to 12 workweeks
New Child Bonding Leave	Up to 12 workweeks
Military Qualifying Exigency Leave	Up to 12 workweeks
Serious Injury or Illness of Covered Service Member	Up to 26 workweeks

You must continue to make your premium copayments during your leave or your insurance may be cancelled. This means that once you stop receiving a paycheck from us, you will need to submit your premium copayment to us no later than each pay day. Alternatively, you may make arrangements to

prepay your contributions at the beginning of your leave or at the beginning of each month. If you are granted leave beyond the Coverage Period, our insurance premium payments will end, but you may continue on our insurance plans at your expense under COBRA guidelines.

If you do not return to work at the end of an approved medical leave, we may require you to pay back the health insurance premiums we paid during the Coverage Period unless you do not return because of (1) the continuation, recurrence or onset of the health condition that entitled you to PDL or other circumstances beyond your control; or (2) you are taking a family/medical leave under the California Family Rights Act.

10. Return to Work. If you satisfy all conditions of our family/medical leave policy and you return to work immediately after your leave expires, we will reinstate you to your original job or to an equivalent or comparable job with equivalent pay, benefits, shift, schedule, geographic location, and working conditions. However, you have no greater right to reinstatement or to benefits and conditions of employment than if you had been continuously employed during the family/medical leave period. For example, if you would have been laid off had you not taken family/medical leave, or if your job is eliminated during your leave and no equivalent or comparable job is available at the end of your family/medical leave, you would not be entitled to reinstatement.

If you took family/medical leave for your own Serious Health Condition, you will be required to submit a **Fitness for Duty Certification** completed by a licensed medical provider at the end of your approved leave. Failure to return to work or to provide a Fitness for Duty Certification immediately after your leave expires may result in denial of reinstatement.

11. Interaction With Other Leave Laws. Family/medical leaves may run concurrently (at the same time) as other medical leaves we offer. Medical leaves for work-related and non-work-related injuries/illnesses run at the same time as family/medical leave and count against your maximum 12 workweek family/medical leave allotment. California pregnancy disability leave (PDL) will count against your maximum 12-workweek family/medical leave allotment under federal law, but will not count against the 12-workweek allotment under California law. As a result, if you are eligible for new child bonding leave, you may take a PDL while you are disabled by pregnancy or childbirth, plus up to an additional 12 workweeks of unpaid bonding leave after your PDL ends.

E. Jury and Witness Duty. We will grant you time off work if you are required by law to appear for jury duty or as a witness in court or legal proceedings. If you receive a jury duty summons or witness subpoena, submit a **Leave of Absence Request** to Human Resources and submit a copy of the summons/subpoena to Human Resources as soon as possible. You must report to work for any time during regular working hours when your attendance at court is not required.

We will pay all regular non-exempt employees who have completed the introductory period and are regularly scheduled to and actually work at least 40 hours per workweek for up to five days of paid jury duty or witness leave over any 12-month period; other employees receive a pro rata benefit. If you are eligible for paid jury duty leave, you will be paid your base rate of pay for the number of hours you would normally have worked that day. You may retain any mileage allowance or other fee paid by the court for jury services. As required by state and federal law, exempt employees will continue to receive their salary during jury/witness duty unless their jury/witness duty causes them to miss an entire week of work. Employees may use accrued PTO during any unpaid jury/witness duty leave of absence.

Subject to the terms, conditions, and limitations of the applicable plans, we will continue to make the same contribution toward your health insurance premium and other employee benefit plans as if you had continued working for the full period of this time off work. You must continue to make your premium copayments during your jury/witness duty or your insurance may be cancelled. Premium copayments must be submitted no later than each pay day.

F. Time Off to Vote. Time off to vote is not normally required since the polls are open early in the morning and until late in the evening, but if you are a registered voter and you cannot

make arrangements to vote before or after work or during your lunch break, you may take up to two hours of paid time off to vote in state-wide elections. If you require this leave, submit a **Leave of Absence Request** to Human Resources at least two days ahead of the election and work with your supervisor to arrange the best time for you leave work.

G. Religious Holidays. If you observe a religious holiday that falls on your scheduled workday and you wish to take time off, submit a **Leave of Absence Request** to Human Resources at least two weeks in advance. If the time off can be provided without creating an undue hardship, we will do so. You may take approved time off without pay or use your accrued PTO.

H. Military and Civil Air Patrol Leave. We will grant you unpaid leave under federal and state law if:

- you are deployed or ordered to military duty for training or reserve duty; or
- you work an average of 20 or more hours per week, you are the spouse/registered domestic partner of an active member of the Armed Forces, National Guard or Reserves and the service member is home on leave; or
- you are a volunteer member of the California Wing of the Civil Air Patrol and you have been directed and authorized by a political entity to respond to an emergency operational mission.

You may also be eligible for a family/medical leave for a Qualifying Exigency if your qualifying family member is on, or is called to, active duty in the Armed Forces. (See the Family/Medical Leave policy in this Handbook).

Please see Human Resources for more information about these leaves. You may take approved time off without pay or use your accrued PTO. To request leave, submit a **Leave of Absence Request** to Human Resources as soon as you learn you need time off.

I. Volunteer Firefighter, Reserve Peace Officer and Emergency Rescue Personnel Leave. We will grant you unpaid leave as required by state law to perform emergency duty as a volunteer firefighter, reserve peace officer or emergency rescue personnel. We will also provide you with up to 14 days of unpaid leave each calendar year if you are required to attend fire, law enforcement or emergency rescue training. You may take approved time off without pay or use your accrued PTO. To request leave, submit a **Leave of Absence Request** to Human Resources as soon as you learn you need time off.

J. Time Off to Visit School in Connection with a Child's Suspension. We will grant you unpaid time off work if you have been requested by your child's school to attend a parent-teacher conference due to the suspension of your child. This leave is not for regular parent-teacher conferences. To request this leave, submit a **Leave of Absence Request** to Human Resources as soon as you receive notice of a suspension conference. You may use your accrued PTO during your time away from work.

K. School Activities Leave. If you are a Parent of a child attending K-12 or a licensed childcare provider, you may take up to 40 hours off per year to: (i) find, enroll or reenroll your child in school/licensed childcare; (ii) participate in school/licensed childcare activities; or (iii) address a Childcare Provider or School Emergency. For purposes of this benefit, the follow definitions apply:

- "Parent" includes a parent, guardian, stepparent, foster parent, grandparent or a person who stands in *loco parentis* to a child.
- "Childcare Provider or School Emergency" means that your child cannot remain in school/childcare because: (i) the school/childcare provider has requested that your child be picked up, or has an attendance policy (excluding planned holidays) that prohibits your child from attending or requires your child to be picked up from school/childcare; (ii) behavioral or discipline problems; (iii) closure or unexpected unavailability of the school/childcare

(excluding planned holidays); or (iv) a natural disaster, including, but not limited to, fire, earthquake, or flood.

You are required to use accrued PTO for purposes of any planned absence. If you do not have accrued PTO, your leave will be without pay.

To request School Activities Leave, submit a **Leave of Absence Request** to Human Resources as soon as you learn of the need for time off. Time off to enroll/reenroll a child or to participate in school/licensed childcare activities may not exceed 8 hours in any calendar month. You may be required to provide documentation from the school/licensed childcare, including the date and time of your child's activities.

L. Domestic Violence and Crime Victims Leave. We provide various types of leaves for employees who are victims of qualifying acts of violence.

1. Qualifying Acts of Violence. "Qualifying Acts of Violence" means any of the following, regardless of whether anyone is arrested for, prosecuted for, or convicted of committing any crime:

- domestic violence, sexual assault or stalking
- an act, conduct, or pattern of conduct that includes any of the following:
  - bodily injury or death to another
  - brandishing, exhibiting, drawing or using a firearm, or other dangerous weapon, with respect to another
  - a perceived or actual threat to use force against another to cause physical injury or death.

2. Reasons for Leave. You may take this leave for any of the following reasons:

- if you are a victim of any crime and you take time off work to appear in court to comply with a subpoena or other court order as a witness in any related judicial proceeding
- if you or your Eligible Family Member is a victim of a Qualifying Act of Violence and you take time off work to:
  - obtain or attempt to obtain any relief (for example, a temporary restraining order, restraining order, or other injunctive relief) to help ensure the health, safety, or welfare of you or your Eligible Family Member
  - seek, obtain, or assist an Eligible Family Member to seek or obtain, medical attention for or to recover from injuries caused by a Qualifying Act of Violence
  - seek, obtain, or assist an Eligible Family Member to seek or obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of a Qualifying Act of Violence
  - seek, obtain, or assist an Eligible Family Member to seek or obtain psychological counseling or mental health services related to an experience of a Qualifying Act of Violence
  - participate in safety planning or take other actions to increase safety from future Qualifying Acts of Violence
  - relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or childcare
  - provide care to an Eligible Family Member who is recovering from injuries caused by a Qualifying Act of Violence
  - seek, obtain, or assist an Eligible Family Member to seek or obtain civil or criminal legal services in relation to the Qualifying Act of Violence

- prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the Qualifying Act of Violence
- seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the Qualifying Act of Violence.

This leave runs concurrently (at the same time) as any family/medical leave, to the extent permitted by law.

3. Eligible Family Members. For purposes of this leave, Eligible Family Members include:

- your spouse/registered domestic partner
- your parent/stepparent/foster parent/legal guardian/the person who stood *in loco parentis* to you when you were a minor child
- your child/stepchild/foster child/legal ward, or a child to whom you stand *in loco parentis* (regardless of the child's age or dependency status)
- your sibling, grandparent or grandchild
- your spouse/registered domestic partner's parent, stepparent, foster parent or legal guardian
- a Designated Person (any individual related to you by blood or whose association with you is the equivalent of a family relationship; you may identify the Designated Person at the time you request leave, but you are limited to designating one Designated Person per calendar year).

4. Notice Requirements. To request time off, submit a **Leave of Absence Request** to Human Resources as soon as you learn of the need for time off. We may require you to provide us with certification of your need for leave such as a police report, court order, a note from a licensed medical provider or other form of documentation that reasonably verifies that the Qualifying Act of Violence occurred, including but not limited to a written statement signed by you or an individual acting on your behalf, certifying that the absence is for a purpose authorized by this leave policy.

5. Use of PTO. This leave is not paid by us, but you may use your accrued PTO.

6. Reasonable Accommodation. If you inform us that you or your family member is a victim of a Qualifying Act of Violence and you request an accommodation for your safety while at work, we will provide you with reasonable accommodation unless it would cause an undue hardship on REFB.

M. Organ and Bone Marrow Donor Leave. You may take a paid leave in any one-year period of: (1) up to 30 business days for the purpose of donating your organ to another person, and (2) up to five business days for the purpose of donating your bone marrow to another person. You may take an extra 30 business days of unpaid leave in a one-year period for the purpose of donating your organ to another person. You may take organ or bone marrow donor leave in one or more periods within the one-year period. The one-year period is measured from the date you begin leave and consists of 12 consecutive months.

You are required to use up to two weeks of earned but unused PTO for organ donation, and up to five days of earned but unused PTO for bone marrow donation. We will pay for additional leave up to the maximum leave time outlined above. During your approved leave, we will continue to make the same contribution toward your health insurance premium and other employee benefit plans. You must continue to make your premium copayments during your leave or your insurance may be cancelled. This means that once you stop receiving a paycheck from us, you will need to submit your premium copayment to us no later than each pay day. Alternatively, you may make arrangements to prepay your contributions at the beginning of your leave or at the beginning of each month.

To request leave, submit a **Leave of Absence Request** to Human Resources as soon as you learn you need time off with written verification that you are an organ or bone marrow donor and that there is a medical necessity for the donation.

N. Alcohol and Drug Rehabilitation Leave. If you have an alcohol or drug problem and voluntarily disclose to us that you have enrolled or wish to enroll in a rehabilitation program, we will provide you with unpaid leave to participate in the program unless it would result in an undue hardship on the REFB. The leave will be subject to the same rules that apply to non-work-related medical leaves. We will make reasonable efforts to keep the fact that you enrolled in the program confidential. To request leave, submit a **Leave of Absence Request** to Human Resources as soon as you learn you need time off.

This leave is only for employees who come to us to disclose their voluntary enrollment in a rehabilitation program. It does not prohibit us from disciplining or discharging you if you are under the influence of alcohol or drugs while working or your current use of alcohol or drugs prevents you from performing your duties, or performing those duties in a manner that is safe for you and others.

O. Time Off for Literacy Assistance. We will provide reasonable accommodation if you request assistance in enrolling in an adult literacy education program, so long as the reasonable accommodation does not impose an undue hardship on the REFB. Reasonable accommodation may include providing you with unpaid time off to enroll and participate in an adult literacy program. Assistance may include, but is not limited to, providing you with the locations of local literacy education programs or arranging for a literacy education provider to visit the work site. We will make reasonable efforts to safeguard your privacy with regard to your request for literacy assistance. To request leave, submit a **Leave of Absence Request** to Human Resources as soon as you learn you need time off.

P. Bereavement Leave. If you have been employed with us for at least 30 days, we will grant you up to five days of bereavement leave following the death of your spouse/registered domestic partner, child, parent, parent-in-law, sibling, son/daughter/brother/sister-in-law, grandparent or grandchild. Bereavement leave days need not be consecutive, but must be completed within three months of your family member's date of death.

We will pay regular non-exempt employees who have completed the introductory period and are regularly scheduled to and actually work at least 40 hours per workweek for up to 40 hours of paid bereavement leave per calendar year. If you are eligible for paid bereavement leave, you will be paid your base rate of pay for the number of hours you would normally have worked that day. Other non-exempt employees will receive bereavement leave without pay. As required by state and federal law, exempt employees will continue to receive their salary during bereavement leave unless they did not perform any work in the workweek. To request leave, submit a **Leave of Absence Request** to Human Resources as soon as you learn you need time off. You may use your accrued PTO or floating holidays during any unpaid bereavement leave.

Q. Personal Leave. Regular employees who have completed the introductory period may request to take a personal leave of absence by submitting a **Leave of Absence Request** to Human Resources at least 30 days in advance, or as far in advance as possible. Decisions to approve such requests will be based on our operational needs. Temporary employees, and regular employees who have not completed the introductory period, are not eligible for personal leave.

If we approve your personal leave request, you are required to use your available accrued PTO; the rest of your personal leave will be unpaid. You will not accrue PTO during any unpaid portion of a personal leave. You will not receive holiday pay during any paid or unpaid personal leave. We will continue to make the same contributions toward your health insurance during for the first 30 days of your personal leave. You must continue to make your premium copayments during that time or your insurance will be subject to cancellation. We do not pay for employee health insurance during a personal leave beyond 30 days, but you may continue on our group plan at your expense through COBRA.

When a personal leave ends, we will attempt to return you to your same position if it is available or to an available similar position for which you are qualified, but we cannot guarantee reinstatement. If we offer you a similar position, it will be at the pay rate and benefits applicable to the similar position. If you do not report to work at the end of an approved personal leave, we will consider you to have voluntarily resigned.

R. Other Types of Leave. You may be entitled to other types of leaves according to state and federal law. Please see Human Resources if you wish to take a leave of absence not addressed by this Handbook.

ACKNOWLEDGMENT AND RECEIPT

I acknowledge receipt of a copy of Redwood Empire Food Bank's (the REFB) Employee Handbook effective March 1, 2026, and I agree to carefully read and abide by these policies.

I understand that:

- this Handbook supersedes and replaces all previous handbooks, personnel policies, practices and guidelines, including any offer letter or hiring letter I may have previously received;
- my employment is "at-will" which means that either the REFB or I can end the employment relationship at any time, with or without cause or advance notice, and for any reason not prohibited by law;
- no one has authority to enter into an employment contract or change the "at-will" employment relationship except in a written agreement signed by the REFB's Chief Executive Officer (or in the case of the Chief Executive Officer, the Board Chair);
- the REFB's policies and procedures are for purposes of information only; this Handbook is not an express or implied contract of employment; and
- except for my employment at-will status, the REFB may delete, add to and change this Handbook at any time, with reasonable advance notice.

Dated: _____

_____
Employee Signature

_____
(Name typed or printed)