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# AUXILIARY PROGRAMS CORPORATION

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## BOARD OF DIRECTORS

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Kevin G. Walthers, Ph.D., President  
Dennis Curran, Treasurer  
Robert Curry, Ph.D., Secretary  
Alejandra Enciso  
Fred Patrick  
Ora Shrecengost, Student

### Agenda

Quarterly Regular Meeting  
Thursday, December 5, 2024  
Captain's Room, B-102

Allan Hancock College  
800 South College Drive, Santa Maria, CA 93454

	<u>Page</u>	<u>Est. Time</u>
1. Call to Order		3:30 PM
2. Public Comment		
<p>Public comments on an agenda item or another topic within the jurisdiction of the Board of Directors will be given in person during the meeting or submitted in writing at least 24 hours before the meeting via email to: <a href="mailto:melinda.martinez1@hancockcollege.edu">melinda.martinez1@hancockcollege.edu</a>. The leading speaker from the audience side on each side of the issue will be limited to five minutes. Additional speakers are limited to two minutes. Please submit an individual comment card for each item. Testimony on specific agenda items will be welcome during consideration of the item by the Board of Directors. When public testimony is completed regarding a specific agenda item, discussion is then confined to directors only. This practice is in accordance with laws governing Board of Directors public meetings.</p>		
3. Action Items		
3.a. Approval of Minutes of the August 29, 2024 Meeting	3	
3.b. Acceptance of Cash Donations of \$500 or Greater to PCPA for the period of August 1, 2024 through October 31, 2024	5	
3.c. Acceptance of PCPA Public Relations/Advertising Report of Promotions and Sponsorships of \$500 or Greater for the period of August 1, 2024 through October 31, 2024	7	
3.d. Acceptance of Non-Cash Donations of \$500 or Greater to Associated Student Trust	8	
3.e. Approval to use Bookstore Commissions for Student Support	9	
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	<b><u>Page</u></b>	<b><u>Est. Time</u></b>
4.b. Revised PCPA Employee Handbook	13	
5. Oral Reports for Auxiliary Programs		
6. Adjournment		

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the President's Office at 805-922-6966 ext. 3454 or email Melinda Martinez at [melinda.martinez1@hancockcollege.edu](mailto:melinda.martinez1@hancockcollege.edu). Please make requests 48 hours prior to the meeting to make reasonable arrangements to ensure accessibility to this meeting.



# AUXILIARY PROGRAMS CORPORATION BOARD OF DIRECTORS

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## MINUTES

Quarterly Regular Meeting  
Thursday, August 29, 2024  
Captain's Room, B-102

1. Call to Order

Dr. Walthers called the meeting to order at 9:03 a.m. with the following directors present:  
Dennis Curran, Robert Curry, Fred Patrick, Ora Shrecengost, Kevin Walthers

Absent: Alejandra Enciso

Staff Members Present: Mark Booher, Kim Ensing, Jennifer Schwartz, Keli Seyfert

Note Taker: Melinda Martinez

2. Public Comment

No public comment was made.

3. Action Items

3.a. Approval of Minutes from the May 14, 2024 Meeting

On a motion by Dr. Curry, seconded by Ora Shrecengost, the board of directors voted to approve the minutes from the May 14, 2024 meeting. (Ayes: Curran, Curry, Patrick, Shrecengost, Walthers; Noes: None; Concur: None; Absent: Enciso)

3.b. Acceptance of Cash Donations of \$500 or Greater to PCPA for the period of May 1, 2024 through July 31, 2024

On a motion by Dennis Curran, seconded by Ora Shrecengost, the board of directors voted to approve donations to PCPA of \$500 or greater made during the period of May 1, 2024 through July 31, 2024. (Ayes: Curran, Curry, Patrick, Shrecengost, Walthers; Noes: None; Concur: None; Absent: Enciso)

3.c. Acceptance of PCPA Public Relations/Advertising Report of Promotions and Sponsorships of \$500 or Greater for the period of May 1, 2024 through July 30, 2024

On a motion by Dennis Curran, seconded by Ora Shrecengost, the board of directors voted to approve the acceptance of PCPA Public Relations/Advertising Report of Promotions and Sponsorships of \$500 or Greater for the period of May 1, 2024 through July 31, 2024. (Ayes: Curran, Curry, Patrick, Shrecengost, Walthers; Noes: None; Concur: None; Absent: Enciso)

4. Information Items

4.a. Financial Report for Auxiliary Programs

Keli Seyfert offered to respond to questions from the financial report. She noted revenues are up, and expenses are up due to the increase in meal per diems. The overall fund balance

grew by 14 percent. Kim Ensing added she has requested to lower meal per diems for this year, which will be a cost savings to the program.

Jennifer Schwartz reported PCPA was expecting a budget deficit but thanks to staff's budgeting and savings effort, the PCPA budget is in a surplus. She said attendance is at 80 percent of pre-COVID numbers, and that percentage aligns with the national average theatre attendance.

Dr. Walthers requested a report of patron zip codes for PCPA ticket purchases in Solvang.

5. Oral Reports for Auxiliary Programs

Athletics

Kim Ensing provided a brief review of fall sports underway including men's and women's soccer, and volleyball. She shared 12 baseball students are on merit scholarships. In total, there are 25 student athletes on merit scholarships. Mark Booher noted there are five PCPA students eligible for the merit scholarship, but he is unsure sure if they have completed the scholarship requirements. Dr. Walthers encouraged Mr. Booher to follow up with the students to complete the steps for the scholarship.

PCPA

Mark Booher reported PCPA is wrapping up the season with only two weeks left. He invited staff to visit *The Art of PCPA* exhibit on display in the Ann Foxworthy Gallery. Mr. Booher said PCPA is in technical rehearsals for *The Agitators* in Solvang and announced *Disney's Beauty and the Beast*, the holiday show, has been fully cast. He described the outreach show and upcoming plays for the rest of the season. Mr. Booher reviewed PCPA staff changes.

Dr. Walthers shared extended family from Allan Hancock visited from England and toured PCPA. He also noted that he visited PCPA another time and was able to watch student auditions.

Dr. Walthers requested a stipend project from the costume shop to create new Spike mascot costumes when they could fit the project into their schedule.

6. Adjournment

Dr. Walthers adjourned the meeting at 9:24 a.m.

To: Board of Directors		Date:  December 5, 2024
From: Jennifer Schwartz		
Subject: Acceptance of Cash Donations of \$500 or Greater to PCPA for the period of August 1, 2024 through October 31, 2024		
Reason for Board Consideration:  ACTION	Item Number:  3.b.	Enclosures:  Page 1 of 2

Background

Following is a list of donations of \$500 or greater contributed to PCPA for the period of August 1, 2024 through October 31, 2024.

Date	Donations \$500 or Greater	Amount
8/5/2024	Erling Pohls	\$500
8/5/2024	Linda Stafford Burrows	\$6,000
8/5/2024	Mr. Phil Wagner	\$500
8/5/2024	Grizzly Youth Academy	\$2,600
8/5/2024	Lois & Klaus Brown	\$500
8/5/2024	Albert & Sandra Mills	\$3,000
8/5/2024	Mary Nanning	\$3,120
8/5/2024	Eric Melsheimer	\$10,000
8/15/2024	Ms. Lynley Bernau	\$500
8/16/2024	David and Joan Van	\$500
8/16/2024	Joan G. Sargen	\$6,000
8/16/2024	Jacque Hinds	\$3,000

(continued)

Fiscal Impact

None

Recommendation

Staff recommends that the Auxiliary Programs Corporation Board of Directors accept PCPA's donations of \$500 or greater for the period of August 1, 2024 through October 31, 2024.

Administrator Initiating Item:  Jennifer Schwartz	Final Disposition:
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Date	Donations \$500 or Greater	Amount
8/23/2024	Ms. Nancy Stewart	\$500
8/23/2024	Brad Hinds	\$1,500
8/28/2024	Dr. & Mrs. Michael Moats	\$500
8/30/2024	Minikel Family Foundation	\$1,000
8/30/2024	Eileen Reinwald	\$500
8/30/2024	Ms. Lorna Glenn	\$500
9/5/2024	National Endowment for Arts	\$15,000
9/5/2024	Mr. & Mrs. Raymond Caldwell	\$500
9/13/2024	Mr. & Mrs. Jim Alquist	\$500
9/13/2024	John C Phillips	\$1,000
9/13/2024	Mrs. Wanda Mills	\$5,000
9/16/2024	Dee Ringstead	\$500
9/16/2024	Dr. June Kramer	\$520
9/20/2024	Michael Brannon	\$500
9/25/2024	Mr. & Mrs. Chris Swan	\$1,000
9/25/2024	Dee Ringstead	\$1,500
9/25/2024	Dee Ringstead	\$1,500
9/25/2024	Craig Huseth	\$1,500
9/25/2024	Craig Huseth	\$1,500
9/25/2024	Derek Ng	\$3,000
9/25/2024	Mr. Christopher Ng	\$3,000
10/11/2024	Mrs. Wanda Mills	\$10,000
10/11/2024	Kate & Richard Riggins	\$500
10/11/2024	Marcia Blasen	\$1,500
10/11/2024	Dale & Helen Charlesworth	\$500
10/24/2024	Ian Christian Jacobsen	\$1,000
10/28/2024	Craig Darnell	\$1,000
<b>GRAND TOTAL</b>		<b>\$91,740</b>



To: Board of Directors		Date:  December 5, 2024
From: Jennifer Schwartz		
Subject: Acceptance of PCPA Public Relations/Advertising Report of Promotions and Sponsorships of \$500 or Greater for the period of August 1, 2024 through October 31, 2024		
Reason for Board Consideration:  ACTION	Item Number:  3.c.	Enclosures:  Page 1 of 1

### Background

Following is an update of promotions and sponsorships of \$500 or greater for the period of August 1, 2024 through October 31, 2024.

Promotions and Sponsorships of \$500 or Greater	Vendor Trade/ In-Kind Services	Cash Sponsor	PCPA Trade
KCBX Radio	\$950		
KCOY	\$2,500		
Noozhawk	\$600		
Sun/New Times	\$2,187		
<b>TOTAL</b>	<b>\$6,237</b>		

### Fiscal Impact

None

### Recommendation

Staff recommends that the Auxiliary Programs Corporation Board of Directors accept PCPA's promotions and sponsorships of \$500 or greater for the period of August 1, 2024 through October 31, 2024.

Administrator Initiating Item:  Jennifer Schwartz	Final Disposition:
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To: Board of Directors		Date:  December 5, 2024
From: Keli Seyfert		
Subject: Acceptance of Non-Cash Donations of \$500 or Greater to Associated Student Trust		
Reason for Board Consideration:  ACTION	Item Number:  3.d.	Enclosures:  Page 1 of 1

Background

Following is a list of non-cash donations of \$500 or greater contributed to Associated Student Trust for the period of August 1, 2024 through October 31, 2024.

Date Received	Donor	Item	Total Value Amount
09/04/2024	Follett	Book Gift Cards	\$5,000
<b>GRAND TOTAL</b>			<b>\$5,000</b>

Fiscal Impact

None

Recommendation

Staff recommends that the Auxiliary Programs Corporation Board of Directors accept Associated Student Trust’s non-cash donation of \$500 or greater for the period of August 1, 2024 through October 31, 2024.

Administrator Initiating Item:  Keli Seyfert	Final Disposition:
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To: Board of Directors		Date:  December 5, 2024
From: Dennis Curran		
Subject: Approval to use Bookstore Commissions for Student Support		
Reason for Board Consideration:  ACTION	Item Number:  3.e.	Enclosures:  Page 1 of 1

Background

The Auxiliary Programs Corporation entered into a service agreement with Follett Higher Education effective July 1, 2018. The agreement stipulates that Follett shall pay commissions from bookstore sales to the Auxiliary Programs Corporation. The current agreement, amendment five, expires June 30, 2025.

On November 29, 2018, the Auxiliary Programs Corporation Board of Directors approved the transfer of Follett commissions to the Hancock Promise Scholarship program. Now that the Promise is fully funded, staff recommends transferring up to \$70,000 of the commission revenue per year to the Associated Student Body (ASB) program board within the Associate Students Trust Fund. Students use the trust funds for any activity they approve through a vote. This includes, but is not limited to, PCPA tickets for students at a reduced rate, Bulldog Bow-WOW events, startup funds for student clubs, and travel to student conferences. The district currently contributes \$50,000 a year to the ASB program board. This contribution would be discontinued, but the district would cover any future deficits.

Any commissions received above the \$70,000 will remain in the Follett Commissions Trust for future use.

Fiscal Impact

Staff estimates annual commission revenue to be approximately \$100,000.

Recommendation

Staff recommends the Auxiliary Programs Corporation Board of Directors approve transferring up to \$70,000 in commissions annually (July 1-June 30 of each year) to the ASB Program Board within the Associated Students Trust Fund.

Administrator Initiating Item:  Dennis Curran	Final Disposition:
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To: Board of Directors		Date:  December 5, 2024
From: Dennis Curran		
Subject: Financial Report for Auxiliary Programs		
Reason for Board Consideration: INFORMATION	Item Number: 4.a.	Enclosures: Page 1 of 3

Background

Attached are copies of financial statements for the following funds:

- Associated Student Body Trust Fund
- PCPA Special Revenue Fund

The statements reflect financial data as of September 30, 2024.

Administrator Initiating Item: Dennis Curran	Final Disposition:
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**Associated Students Trust Fund  
Income Statement by Fund Type  
For Period Ending 09/30/2024**

**REVENUES**

Athletic Entry Fees	1,950
Fundraising	147
Interest and Investment Income	4,365
Non Cash Contribution	5,000
Sales and Commission	2,569
Single Tickets	5,527
<b>Total REVENUES</b>	<b>19,558</b>

**EXPENDITURES**

District/College Support	1,500
Dues & Memberships	3,000
Field Trips	114,359
Food - Business Meetings/Events	3,092
Game Personnel (Athletic Events)	24,735
Office/Operational Supplies	4,862
Service Contracts (Businesses)	2,365
Travel - All Travel Costs	1,510
<b>Total EXPENDITURES</b>	<b>155,423</b>

**Excess of Revenues Over  
(Under) Expenditures** (135,865)

**OTHER FINANCING SOURCES(USES)**

Interfund Transfer-In District	360,136
<b>Total OTHER FINANCING</b>	<b>360,136</b>

**OPERATING TRANSFERS OUT**

In-Kind Student Assistance	5,000
Scholarships	1,000
Trsf-Out Co-Curricular/Athletic	64,860
<b>Total OPERATING TRANSFERS OUT</b>	<b>70,860</b>

**Excess of Revenues and Other  
Financing Sources Over/(Under)** 153,411

**FUND BALANCE:**

<b>Fund Balance, July 1</b>	<b>303,998</b>
<b>Current Balance</b>	<b>457,409</b>

Allan Hancock College  
PCPA Fund  
Income Statement by Fund  
For Period Ending 09/30/2024

**REVENUES**

Local Revenues	1,488,218
<b>Total REVENUES</b>	<b>1,488,218</b>

**EXPENDITURES**

Classified Salaries	832,221
Employee Benefits	186,049
Supplies and Materials	118,205
Other Operating Exp. and Services	353,574
Capital Outlay	6,275
<b>Total EXPENDITURES</b>	<b>1,496,324</b>

Excess of Revenues Over (Under) Expenditures	(8,106)
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**OTHER FINANCING SOURCES(USES)**

Other Financing Sources	-
<b>Total OTHER FINANCING</b>	<b>-</b>

**OPERATING TRANSFERS OUT**

Other Outgo	554,859
<b>Total OPERATING TRANSFERS OUT</b>	<b>554,859</b>

Excess of Revenues and Other Financing Sources Over/(Under) Expenditures and Other Uses	(562,965)
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**FUND BALANCE:**

<b>Fund balance, July 1</b>	4,029,232
<b>Current Balance</b>	<b>3,466,268</b>



To: Board of Directors		Date:  December 5, 2024
From: Jennifer Schwartz		
Subject: Revised PCPA Employee Handbook		
Reason for Board Consideration:  INFORMATION	Item Number:  4.b.	Enclosures:  Page 1 of 102

Background

The PCPA Employee Handbook was last revised in 2018. The attached version of the PCPA Employee Handbook includes updated Federal and California law for 2024. This handbook was reviewed by Annureet K. Bezwada, an attorney at Littler Mendelson P.C. in Fresno.

Administrator Initiating Item:  Jennifer Schwartz	Final Disposition:
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**PCPA – Pacific Conservatory Theatre**

**2024**

**EMPLOYEE HANDBOOK**

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**FORMS**

**AGREEMENT AND ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK**

**ACKNOWLEDGEMENT OF AT-WILL EMPLOYMENT**

**MEAL, REST & RECOVERY PERIOD PREMIUM AUTHORIZATION FORM**

**ACKNOWLEDGEMENT OF RECEIPT OF MEAL AND REST PERIOD POLICY**

## INTRODUCTION

Welcome to Pacific Conservatory Theatre (PCPA). We are happy to have you aboard. Our shared goal is the success of PCPA, both as a professional theatre company and a conservatory. The pursuit of this goal requires an awareness of the whole, and an appreciation of the importance of everyone and their contributions to the total effort, and an earnest desire to do all one can to contribute to that success. From this awareness, appreciation, and desire flow all other professional attitudes and behaviors. The theatre's smooth operation requires one to treat others with courtesy and respect. This includes the public, who are vital contributors to the theatre's success. As professionals, we must fully understand and faithfully execute the commitments we undertake, while striving to adhere to the highest standards of ethics and conduct.

This Employee Handbook contains information about the employment policies and practices of PCPA (referred to in this Handbook as "PCPA" or "Company"). These policies reflect the Company's values, and we expect each employee to read this Handbook carefully as it is a valuable reference for helping each employee understand their job and their employment with the Company.

PCPA staff are employed by the AHC Auxiliary Corporation, not the Allan Hancock College Joint Community College District, and paid through PCPA's payroll. A person working at PCPA who is being paid as a bona fide contractor or consultant is not an employee of PCPA or the district.

The terms and conditions of this Handbook will apply to employees who are working for PCPA under a U/RTA AEA contract or rider to the extent they do not conflict with the terms of this handbook. Where the terms of a U/RTA AEA contract or rider conflicts with any provision contained in this Handbook, the U/RTA AEA contract or rider will supersede the handbook term. During any period of time in which an employee who is covered by a U/RTA AEA contract is performing services outside the scope of that agreement or is working during a break in coverage from that agreement, the employee shall be covered by all the terms and conditions of the Handbook.

This Handbook is not a contract and does not constitute an express or implied contract guaranteeing continued employment for any employee. No manager or supervisor has any authority to enter into a contract of employment, express or implied, that changes or alters the fact that employment with PCPA is at-will. **Only the Associate Dean/PCPA Artistic Director of the Company or their authorized representative has the authority to enter into an employment agreement that alters the fact that employment with the Company is at-will, and any such agreement must be in writing signed by the PCPA Artistic Director or Managing Director of the Company or their authorized representative.**

PCPA retains the sole discretion to modify, delete or add to this handbook, in writing, at any time. When such amendments are made, each employee will be provided with a written statement of the amendment and will be required to acknowledge they have received and read the amendment. None of these policies or procedures can be amended, altered or modified in any way by oral statements, but can only be altered by a written statement issued by the Associate Dean/PCPA Artistic Director or the Managing Director.

This Handbook replaces and supersedes all previous handbooks and supplements to previous handbooks distributed by PCPA and takes precedence over all memoranda or oral descriptions of the terms and conditions of employment. To avoid confusion, please discard any and all prior handbooks and manuals you may have.

Not all of the Company's policies and procedures are set forth in this Handbook. We have summarized only some of the more important ones. If an employee has any questions or concerns about this Handbook or any other policy or procedure, they should ask their supervisor or PCPA Human Resources or **PCPA Managing Director**.

Nothing in this Handbook or in any other document or policy is intended to violate any local, state or federal law. Nothing in this Handbook is intended to limit any concerted activities by employees relating to their wages, hours or working conditions, including the right to: communicate with others concerning wages, hours, benefits, and other terms or conditions of employment; self-organize, form, join or assist labor organizations; bargain collectively through representatives of the employees' choosing; engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; refrain from engaging in such activities; or engage in any other conduct protected by Section 7 of the National Labor Relations Act. Furthermore, nothing in this Handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, Securities and Exchange Commission, or any other federal, state or local agency charged with the enforcement of any laws.

Thank you for joining the PCPA team.

## MISSION STATEMENT

PCPA is a professional conservatory theatre, committed to reflecting and transforming our diverse community with the art of live theatre. We believe that the theatre has a vital role and responsibility in the community to enrich cultural literacy and improve the quality of life. We commit to serving our current audience, cultivating our future audience, and training the next generation of theatre professionals. We aspire to adhere to the best theatrical traditions and set new standards of excellent artistry, ethics, and professional practice for the future of the theatre.

## EMPLOYMENT POLICY - AT WILL EMPLOYMENT

Unless otherwise provided by a collective bargaining agreement, PCPA's employment policy is "at-will." Under the "at-will" policy, neither you nor PCPA is committed to continuing the employment relationship for any specific term. Rather, the employment relationship will continue at will. Either side may terminate the relationship at any time, with or without cause and with or without notice. PCPA also retains the right to demote, transfer, change job duties, and change compensation at any time with or without notice and with or without cause in its sole discretion. In deciding to work for PCPA, or continuing to work for PCPA, you must understand and accept these terms of employment. No one in the Company has the legal ability or authority to alter the at-will nature of the employment relationship, except in a writing signed by the Associate Dean/PCPA Artistic Director.

Although not required, employees who anticipate resigning are asked to give the PCPA Artistic Director at least two (2) weeks advance written notice, if possible. Those employees who also teach within the conservatory are asked to give at least one semester's notice if at all possible.

## INTRODUCTORY PERIOD

The first six months of employment with PCPA is considered an introductory period. As appropriate, the employee's supervisor, PCPA Managing Director and/or the PCPA Artistic Director will work closely with the employee to help you understand the needs and processes of the job. You will get acquainted with co-workers and determine whether or not you are happy with your job. The introductory period may be extended upon mutual agreement between the employee and their supervisor. The fact that PCPA utilizes an introductory period in no way affects your status as an at-will employee.

The employment relationship may be terminated with or without cause and with or without advance notice, at any time by you or the Company.

## EQUITY, DIVERSITY, INCLUSION STATEMENT

At PCPA we believe that diversity makes us stronger, enriches our art, and is a source of joy. We believe that our understanding of the principles of Equity, Diversity, and Inclusion must continually grow and be actively practiced in our behavior and relationships. We will create a safe and welcoming working and learning environment that will actively interrupt aggressions and behaviors that hinder our efforts to maintain an equitable, diverse, and inclusive environment. We will make space for open communication that enhances relationships with all staff, students, and community members, particularly those belonging to historically marginalized groups. We commit to serving our community by inspiring our current audience, cultivating our future audience, and preparing the next generation of theatre professionals.

## Equal Employment Opportunity And Discrimination Policy

PCPA is an equal opportunity employer and makes employment decisions and provides employment opportunities on the basis of merit, qualifications, potential and competency. We want to have the best available persons in every job. In accordance with applicable law, PCPA policy prohibits discrimination and harassment against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, interns and volunteers based on their actual or perceived: race (including traits historically associated with race, such as hair texture and protective hairstyles), religion (all aspects of religious belief, observances, and practices including religious dress and grooming practices), color, national origin, ancestry, citizenship status, sex (including pregnancy, childbirth, lactation or related medical conditions), gender, gender identity, gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), sexual orientation, marital status (including registered domestic partnership status), military and veteran status, Civil Air patrol status, age (40 and over), an individual's reproductive health decisions, physical disability (including HIV/AIDS) or mental disability, genetic information or medical condition, except where physical fitness is a valid occupational qualification, and any other consideration made unlawful by federal, state or local laws (collectively referred to as "protected characteristics").

For purposes of this policy, discrimination on the basis of "national origin" also includes discrimination against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United

States, as well as discrimination based upon any of the following: an individual's or individual's ancestors' actual or perceived physical, cultural or linguistic characteristics associated with a national origin group; marriage to or association with individuals of a national origin group; tribal affiliation; membership in or association with an organization identified with or seeking to promote the interests of a national origin group; attendance or participation in schools, churches, temples, mosques or other religious institutions generally used by persons of a national origin group; or a name that is associated with a national origin group. An applicant's or employee's immigration status will not be considered for any PCPA employment purpose except as necessary to comply with federal, state or local laws.

The Company allows employees to self-identify their gender, name and/or pronoun, including gender-neutral pronouns. The Company will use an employee's gender or legal name as indicated on a government-issued identification document, only as necessary to meet an obligation mandated by law. Otherwise, the Company will identify the employee in accordance with the employee's current gender identity and preferred name.

Pay discrimination between employees of the opposite sex performing substantially similar work, as defined by the California Fair Pay Act and federal law, is prohibited. Pay differentials may be valid in certain situations defined by law. Employees will not be retaliated against for discussing wages. However, PCPA is not obligated to disclose the wages of other employees.

The Company will not tolerate discrimination based upon these protected characteristics or any other characteristic protected by applicable federal, state or local law.

### Policy Against Harassment

PCPA is committed to providing a work environment free of harassment based on any protected characteristics. As a result, the Company maintains a strict policy prohibiting sexual harassment and harassment against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns or volunteers based on any legally-recognized basis, including, but not limited to, their actual or perceived race (including traits historically associated with race, such as hair texture and protective hairstyles), religious creed, color, national origin, ancestry, citizenship status, physical disability (including HIV/AIDS) or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex and gender (including pregnancy, childbirth, lactation and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), age (40 or over), sexual orientation, Civil Air Patrol status, military and veteran status, an individual's reproductive health decisions or any other consideration protected by federal, state or local law.

For purposes of this policy, discrimination on the basis of "national origin" also includes harassment against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States and based on any of the following: an individual's or individual's ancestors' actual or perceived physical, cultural or linguistic characteristics associated with a national origin group; marriage to or association with individuals of a national origin group; tribal affiliation; membership in or association with an organization identified with or seeking to promote the interests of a national origin group; attendance or participation in schools, churches,

temples, mosques or other religious institutions generally used by persons of a national origin group; or a name that is associated with a national origin group. **All such harassment is prohibited.**

PCPA's anti-harassment policy applies to all persons involved in the operation of PCPA, including coworkers, supervisors, managers, temporary or seasonal workers, agents, clients, vendors, customers, or any other third party interacting with the Company ("third parties") and prohibits proscribed harassing conduct by any employee or third party of PCPA including nonsupervisory employees, supervisors and managers. If such harassment occurs on the Company's premises or is directed toward an employee or a third party interacting with the Company, the procedures in this policy should be followed.

PCPA will make every effort to maintain the confidentiality of reported violations of this policy. Certain disclosures are necessary as a part of the investigation process, but will be on a need to know basis only.

### 1. Sexual Harassment Defined

Sexual harassment includes unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

- a. Submission to such conduct is made a term or condition of employment; or
- b. Submission to, or rejection of, such conduct is used as a basis for employment decisions affecting the individual; or
- c. Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment also includes various forms of offensive behavior based on sex and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list:

- a. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
- b. Visual conduct such as displaying derogatory and/or sexually suggestive posters, photography, cartoons, drawings, websites, emails, or text messages; leering; or making sexual gestures;
- c. Physical conduct such as assault, unwanted touching, blocking normal movement;
- d. Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors;
- e. Threats and intimidation that include physical acts or verbal threats of assault that threaten other co-worker's sense of safety in the work environment; and
- f. Retaliation for having reported or threatened to report harassment.



PCPA prohibits use of the computers, e-mail system, voice mail system, cell and video phones and any other electronic media in ways which are offensive to others, or are otherwise discriminatory, harassing or obscene, or for any other purpose which is illegal, against company policy or not in the best interest of PCPA. For example, the display or transmission of sexually explicit images, jokes, messages, and cartoons is prohibited. Other such misuse of electronic media includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment, discrimination or showing disrespect for others. Any such use of the computers, e-mail system, voice mail system or other electronic media will be considered a violation of PCPA Policy Against Harassment.

PCPA is required to provide 1 hour of sexual harassment and abusive conduct prevention training to non-supervisory employees and 2 hours of sexual harassment and abusive conduct prevention training to managerial and supervisory employees every two years. Under the California Civil Rights Department regulations, the definition of “employee” for training purposes includes full-time, part-time (part-time faculty with load), and temporary employees. Training must occur within six months of the employee starting the position. For temporary or seasonal employees, or any employee hired to work for less than six months, PCPA will provide training within 30 calendar days after the hire date or within 100 hours worked, whichever occurs first. Please see the Payroll Coordinator regarding this mandatory training.

### **Discrimination, Harassment, Retaliation Complaint Procedure**

If any employee believes that they are a victim of any type of harassment, including sexual harassment, discrimination, or being subjected to retaliation by a co-worker, supervisor, agent, client, vendor, customer, or any other third party interacting with PCPA in violation of the foregoing policies, or who is aware of such behavior against others, that employee should immediately report the incident to an immediate supervisor. Employees are not required to make a complaint directly to their immediate supervisor. If the immediate supervisor is involved in the reported conduct, or, if for some reason the employee feels uncomfortable about making a report to that level, the report should be made to any other member of management, PCPA Human Resources, or PCPA Managing Director.

In order to be sure that all investigations are thorough and complete, it would be best to communicate any complaints of harassment in writing, but this is not mandatory. Supervisors and managers who receive complaints of misconduct must immediately report such complaints to PCPA Human Resources as appropriate, who will attempt to resolve issues internally. When a report is received, the Company will conduct a fair, timely, thorough and objective investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. The Company expects all employees to fully cooperate with any investigation conducted by the Company into a complaint of proscribed harassment, discrimination or retaliation, or regarding the alleged violation of any other Company policies. The Company will maintain confidentiality surrounding the investigation to the extent possible and to the extent permitted under applicable federal and state law.

PCPA will promptly and clearly inform the employee of their rights to assistance and how to protect and preserve those rights. PCPA will fully and effectively investigate any such report and will take whatever corrective action is deemed necessary, including disciplining or discharging any individual who is believed to have violated this prohibition against

harassment. The complaining employee will be informed of the action taken. PCPA will also take action to protect the complaining employee and to prevent further discrimination, harassment or retaliation.

PCPA does not consider conduct in violation of this policy to be within the course and scope of employment or the direct consequence of the discharge of one's duties. Accordingly, to the extent permitted by law, PCPA reserves the right not to provide a defense or pay damages assessed against an employee for conduct in violation of this policy.

You should also be aware that the Federal Equal Employment Opportunity Commission (EEOC) and the California Civil Rights Department (CRD) investigate complaints of prohibited discrimination and/or harassment in employment at no charge to the complaining party. **Information may be located by visiting the agency website at [www.eeoc.gov](http://www.eeoc.gov) or <https://calcivilrights.ca.gov>. The CRD Sexual Harassment Prevention training may be accessed here: <https://calcivilrights.ca.gov/shpt>.**

## **REASONABLE ACCOMMODATIONS**

### **Disability Accommodation**

To comply with applicable laws ensuring equal employment opportunities for individuals with disabilities, the Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee, unless undue hardship and/or a direct threat to the health and/or safety of the individual or others would result. Any employee who requires an accommodation in order to perform the essential functions of their job, enjoy an equal employment opportunity, and/or obtain equal job benefits should contact PCPA Human Resources to request such an accommodation.

Employees who believe they need an accommodation must specify, preferably in writing, what barriers or limitations prompted the request. The Company will evaluate information obtained from the employee, and possibly the employee's health care provider or another appropriate health care provider, regarding any reported or apparent barriers or limitations, and will then work with the employee through an interactive process to identify possible accommodations, if any, that will help to eliminate or otherwise address the barrier(s) or limitation(s). If an identified accommodation is reasonable and will not impose an undue hardship on the Company and/or a direct threat to the health and/or safety of the individual or others, the Company will generally make the accommodation, or it may propose another reasonable accommodation which may also be effective. Employees are required to cooperate with this process by providing all necessary documentation supporting the need for accommodation and by being willing to consider alternative accommodations when applicable. In some cases, the above-described interactive process may be triggered without a request from the employee, such as when the Company receives notice from its own observation or another source that a medical impairment may be impacting the employee's ability to perform essential job functions.

Employees who wish to request unpaid time away from work to accommodate a disability should speak to PCPA Human Resources.

The Company will not retaliate or otherwise discriminate against an employee or applicant who requests an accommodation in accordance with this policy.

### Religious Accommodation

The Company will provide reasonable accommodation for employees' religious beliefs, observances, and practices when a need for such accommodation is identified, and reasonable accommodation is possible. A reasonable accommodation is one that eliminates the conflict between an employee's religious beliefs, observances, or practices and the employee's job requirements, without causing undue hardship to the conduct of the Company's business.

The Company has developed an accommodation process to assist employees, management, and Human Resources. Through this process, the Company establishes a system of open communication between employees and the Company to discuss conflicts between religion and work and to take action to provide reasonable accommodation for employees' needs. Any employee who perceives a conflict between job requirements and religious belief, observance, or practice should bring the conflict and request for accommodation to the attention of PCPA Human Resources to initiate the accommodation process. The Company asks that accommodation requests be made in writing, and in the case of schedule adjustments, as far in advance as possible.

The Company will not retaliate or otherwise discriminate against an employee or applicant who requests an accommodation in accordance with this policy.

### Accommodation for Adult Literacy Programs

PCPA provides reasonable accommodation and assistance to an employee who reveals a literacy problem and requests assistance to enroll in an adult literacy education program unless doing so will result in an undue hardship to the company's business operations. Examples of assistance include providing employees with the location of local literacy programs and arranging for jobsite visits by literacy education providers.

Employees who wish to self-identify as an individual with a literacy problem and request an accommodation should contact PCPA Human Resources or **your direct supervisor**. The Company will take reasonable steps to safeguard the privacy of any employee who self-identifies. In addition, employees who are performing satisfactorily will not be subject to termination of employment because they have disclosed literacy problems.

While PCPA encourages employees to improve their literacy skills, the Company will not reimburse employees for the costs incurred in attending a literacy program. Time off to attend literacy programs may be provided as a reasonable accommodation unless doing so will result in an undue hardship. However, if time off is provided, the time off may be unpaid. If time off is unpaid, employees wishing to take such leave may utilize their existing vacation time or other accrued paid time off.

### Accommodation for Victims of Domestic Violence, Sexual Assault or Stalking

PCPA will make reasonable accommodations for employees who report that they are the victim of domestic violence, sexual assault or stalking and request that the Company accommodate their safety while at work, unless providing the accommodation will impose an undue hardship on the company's business operations or violates the company's duty

to provide a safe and healthy working environment for all employees.

Reasonable accommodations may include, but are not limited to: a transfer; reassignment; modified work schedule; change in work telephone number; change in work station; installed lock; assistance in documenting domestic violence, sexual assault, stalking or other crime that occurs at the workplace; implemented safety procedures; or other adjustment to a job structure, workplace facility or work requirement in response to a domestic violence, sexual assault, stalking, or other crime, or referral to a victim assistance organization. The Company will engage in a timely, good faith and interactive process with the employee to identify effective reasonable accommodations.

Employees may also be entitled to a leave of absence under the Company's Crime Victim Leave policy, Leave to Attend Judicial Proceedings Related to Certain Felonies policy and/or Leave to Attend Court Proceedings for Serious Crimes policy. Employees should consult those policies with their direct supervisor, PCPA Human Resources **and PCPA Accounting/Payroll Coordinator** for additional information.

The Company may request that an employee provide a written statement signed by the employee (or an individual acting on behalf of the employee) certifying that the requested accommodation is for the employee's safety while at work. The Company may also require an employee to provide a certification that the employee is the victim of domestic violence, sexual assault or stalking and may request recertification every six months. Any of the following will be considered sufficient certification: a police report indicating the employee was a victim; a court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court; documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries resulting from the crime or abuse; or any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for an authorized purpose.

Employees must notify the Company if their needs change or if they no longer need an accommodation.

The Company will keep all information submitted in connection with an employee's request for an accommodation confidential to the extent permissible by law. If the law requires disclosure of information, the Company will notify the employee before any information is released.

The Company will not discriminate or retaliate against any employee because of the individual's status as a victim of crime or abuse, if the employee provides the Company notice of such status, the Company has actual knowledge of such status, or the employee requests a reasonable accommodation in accordance with this policy.

Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact PCPA Human Resources **and their direct supervisor**.

### Accommodation for Drug or Alcohol Treatment or Rehabilitation

PCPA will attempt to reasonably accommodate employees with chemical dependencies (drugs or alcohol), if they voluntarily wish to seek treatment and/or rehabilitation, unless the accommodation imposes an undue hardship on the Company's business operations. The Company's support for treatment and rehabilitation does not obligate the Company to hire or employ any person who violates the Company's drug and alcohol abuse policy or who, because of current use of drugs or alcohol, is unable to perform their duties or cannot perform the duties in a manner that would not endanger the employee's own health or safety or the health or safety of others.

The Company will keep all information submitted in connection with an employee's enrollment in a drug or alcohol rehabilitation program confidential to the extent permissible by law. Time off for these purposes is unpaid. However, employees wishing to take such leave may utilize their sick leave or accrued paid time off, if applicable.

Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact their Human Resources representative.

### Lactation Accommodation

Employees have the right to request lactation accommodation. The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child each time the employee has need to express milk. If possible, the lactation break time should run concurrently with scheduled meal and rest breaks already provided to the employee. If the lactation break time cannot run concurrently with meal and rest breaks already provided or additional time is needed, the lactation break time will be unpaid for non-exempt employees.

Employees will be relieved of all work-related duties during any unpaid break. When unpaid breaks or additional time are required, employees should work with their supervisor and PCPA Human Resources regarding scheduling and reporting the extra break time.

Because exempt employees receive their full salary during weeks in which they work, all exempt employees who need lactation accommodation breaks do not need to report any extra break time as "unpaid."

The Company will provide employees with the use of a room or other location to express milk in private. The lactation room or other location will not be a bathroom and will be safe, clean, free from hazardous materials, in close proximity to the employee's work area, shielded from view and free from intrusion by co-workers and/or the public. This location may be the place where the employee normally works, if applicable. The lactation room or other location will include a surface on which to place a breast pump or other personal items, a place to sit and electricity or alternative devices (e.g., an extension cord or charging station) needed to operate an electric or battery-powered breast pump. Lactating employees who pump breastmilk will also have access to a sink with running water and a refrigerator or alternative cooling device suitable for storing milk in close proximity to their workspace.

A room or other location identified for lactation may also be used for other purposes. However, during times when an employee is using the location for lactation purposes, that

use will take precedence over all other uses. Employees who have questions or concerns related to lactation room scheduling conflicts should contact their supervisor or a Human Resources representative [or insert appropriate company title or department]. Any non-exempt employee who is not provided with a break as requested to express milk, should immediately contact [insert appropriate position].

Lactation is considered a pregnancy-related condition under California law.

Employees who wish to request lactation accommodation should [insert request process]. If the Company cannot provide break time or a location that complies with this Lactation Accommodation policy, the employee requesting the accommodation will be notified in writing.

The Company will not discriminate or retaliate against an employee who requests or uses a lactation accommodation in accordance with this policy or otherwise exercises their rights under California's lactation accommodation law. Employees who feel their lactation accommodation rights have been violated can file a complaint with the California Labor Commissioner's Office.

## **GENERAL EMPLOYMENT PRACTICES**

### **Employee Classifications**

Employees of PCPA are classified as either exempt or non-exempt under federal and state wage and hour laws and are further classified for administrative purposes.

The following designations are used throughout this Employee Handbook.

#### ***Exempt Employees***

Exempt employees are employees who have been classified by the Company as exempt from minimum wage and overtime pay requirements. Exempt employees are compensated on a salary basis, and their salary is compensation for all hours worked each week, rather than for a fixed number of hours per week.

Employees will be informed whether their status is exempt or non-exempt and should consult their supervisor or PCPA Human Resources with any questions or concerns regarding this status.

#### ***Non-exempt Employees***

Non-exempt employees are employees who have been classified by the Company as non-exempt and who are **not** exempt from minimum wage and overtime pay requirements. Non-exempt employees are eligible to receive overtime pay for hours worked in excess of eight hours in any workday and 40 hours in a workweek.

Employees will be informed whether their status is exempt or non-exempt and should consult their supervisor and PCPA Human Resources with any questions or concerns regarding this status.

#### ***Full-Time Employees***

Full-time employees are those who are normally scheduled to work and who do work a schedule of **32-40** hours per week. Full-time employees are generally eligible for the employee benefits described in this Employee Handbook and are provided with benefits required by applicable law.

### ***Part-Time Employees***

Part-time employees are those who are normally scheduled to work and who do work fewer than **32** hours per week. Part-time employees may be assigned a work schedule in advance or may work on an as-needed basis. Part-time employees are not eligible for employee benefits, except as required by applicable law

### ***Temporary Employees***

Temporary employees are those who are employed for short-term assignments. Temporary employees are generally hired to temporarily supplement the workforce or assist in the completion of a specific project. These temporary employment assignments are of limited duration. Temporary employees are not eligible for employee benefits, except as required by applicable law, and may be classified as exempt or non-exempt on the basis of job duties and compensation.

### **Requirements for Employment**

The following are requirements for employment with PCPA:

1. I-9 Employment Eligibility Verification;
2. Must complete a W-4 form and California DE 4 Withholding Certificate;
3. Must have completed an employment application;
6. Insurability - All employees must remain insurable under PCPA's general liability insurance policy. If any employee is declared uninsurable by PCPA's insurance company, the employee will immediately be considered ineligible for further employment and will be considered to have voluntarily terminated their employment as of the date of notification by the insurance company of uninsurability.
7. Drug and Alcohol Program - PCPA reserves the right to require drug and/or alcohol testing of any applicant or employee. The testing program supplements other means, such as personal observation, by which the use of drug and alcohol can be detected.
8. Prospective employees who will be required to drive either their own personal vehicle or Company vehicles for Company business will provide the Company with current and acceptable motor vehicle driving information. Employment and assignment will be conditional pending the receipt of a satisfactory report from the State of California, Department of Motor Vehicles (DMV). Employees who drive either their own personal vehicle or Company vehicles as a part of their employment will be required to provide periodic updated reports from DMV.

9. Must maintain a valid State of California driver's license and at least the minimum auto insurance as required by California law if using your personal vehicle for PCPA business. The Company retains the right to transfer to an alternative position, suspend or terminate an employee whose license is revoked, who fails to maintain personal automobile insurance coverage or who is uninsurable under the Company's policy.

In addition, some positions may require the employee to be bonded. It is the responsibility of the employee to assure that they are bondable. PCPA will pay the cost of bonding. Should the employee fail to meet these qualifications, they will be subject to dismissal.

State law also requires tuberculosis testing for staff who may teach in the Conservatory. TB tests are available through the office of the AHC district nurse.

As an employee of PCPA, you may be required to undergo state-mandated fingerprinting. PCPA will pay for fingerprinting for current employees. Refusal to submit to state-mandated fingerprinting will result in immediate termination from employment.

Also, many positions at PCPA require the employee to drive an AHC District vehicle, for which a DMV check may be required. The DMV record check is conducted through the AHC Police Department and is provided at no cost to the employee. Should the records show convictions, drug use, or other incidents that render employee unfit to perform their job duties the employee may not be hired and/or will be subject to dismissal.

### Employment of Relatives

In order to avoid potential conflicts of interest, favoritism, prohibited harassment or breaches of professional standards, supervisors are prohibited from being a relative of another employee who is a subordinate of the supervisor or over whom the supervisor or manager may have any influence concerning the employee's pay, benefits, job duties, performance evaluation, promotion, transfer, hiring, discipline, assignments, or other terms and conditions of employment ("prohibited situation"). In addition, the Company will not hire or place an individual who is a relative of another employee when a prohibited situation would arise.

If such a relationship occurs or exists, or if an individual is applying for a position that would create a prohibited situation, both the involved supervisor and the involved employee/applicant must report the relationship to PCPA Human Resources immediately. Additionally, both individuals are required to take steps to resolve any actual or potential conflict of interest or impropriety created by the relationship.

Appropriate steps will be taken consistent with this policy in the sole discretion of the Company. This may include but is not limited to adjusting or the removal of any reporting relationship between the supervisor and the employee, or termination of employment. The Company reserves the right to take whatever action is necessary to resolve the matter.

Employees who violate this policy, including the reporting requirement, will be subject to disciplinary action up to and including termination of employment.

In addition, the Company will consider relative relationships when they affect an employee's job performance, even when a supervisory/subordinate relationship or conflict



does not exist between the employees. The Company reserves the right to take whatever action is necessary to resolve the matter.

For purposes of this policy, the term “relative” includes individuals related by blood or marriage or whose relationship with the employee is similar to that of persons who are related by blood or marriage (e.g., domestic partnership or civil union status). Current employees who marry 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 that present a conflict of interest or danger of conflict of interest.

### Workplace Relationships/Fraternization

In order to avoid potential conflicts of interest, favoritism, or illegal harassment, and to facilitate the efficient operation and legitimate business concerns of PCPA, all supervisors and managers are prohibited from engaging in a romantic or dating relationship (whether formal or informal) with a subordinate or an employee over whom the supervisor may have any influence concerning the employee’s pay, benefits, job duties, performance evaluation, promotion, transfer, hiring, discipline, assignments, or other terms and conditions of employment (“prohibited situation”). In addition, the Company will not hire or place an individual who is in a romantic or dating relationship (whether formal or informal) with another employee when a prohibited situation would arise.

If a prohibited situation relationship occurs or exists, or if an individual is applying for a position that would create a prohibited situation, both the involved supervisor and the involved employee/applicant must report the relationship to PCPA Human Resources immediately. Additionally, both individuals are required to take steps to resolve any actual or potential conflict of interest or impropriety created by the relationship.

PCPA will take appropriate corrective action consistent with this policy in the sole discretion of the Company. This may include, but is not limited to, adjusting or the removal of any reporting relationship between the supervisor and the employee or termination of employment. The Company reserves the right to take whatever action is necessary in its discretion to address the matter.

**This policy equally applies to PCPA students and/or interns and PCPA supervisors and/or managers. PCPA supervisors and managers are prohibited from engaging in inappropriate socialization or fraternization with a PCPA student and/or intern or soliciting, encouraging, or maintaining an inappropriate, romantic or dating relationship (whether formal or informal) and whether written, verbal, or physical with a PCPA student and/or intern.**

In addition, the Company will consider romantic or dating relationships when they affect an employee's job performance, occur during working time or on Company premises, or pose a conflict of interest or danger of a conflict of interest, even when a supervisory/subordinate relationship does not exist between the employees. Where such a situation occurs, the parties may be separated by reassignment or terminated from employment, at the discretion of the Company. The Company reserves the right to take whatever action is necessary in its discretion to address the matter.

All employees must avoid romantic or dating relationships with other employees that create conflicts of interest, potential sexual harassment complaints, discord or distractions that interfere with the employees' productivity. No employee should feel pressured to engage in a romantic or dating relationship with another co-worker, customer, vendor, supervisor or manager. Please come to the HR & EDI Manager and your direct supervisor if you experience any such pressure or problems.

For purposes of this policy, the term romantic or dating relationship includes, but is not limited to, casual or serious dating, casual sexual involvement, cohabitation and any other conduct or behavior normally associated with romantic, dating or sexual relationships.

Employees who violate this policy, including the reporting requirement, will be subject to disciplinary action up to and including termination of employment.

### **Background Checks**

The Company recognizes the importance of maintaining a safe, secure work environment with employees who are qualified and nonviolent, and who do not present a risk of serious harm to their coworkers or others. To promote these concerns and interests, the Company reserves the right to investigate an individual's prior employment history, personal references, and educational background, as well as other relevant information. Consistent with legal or contractual requirements, the Company also reserves the right to obtain and to review an applicant's or an employee's criminal conviction record, and related information, and to use such information when making employment decisions, but only to the extent permissible under applicable law.

A pending criminal matter may be considered in appropriate circumstances for business-related reasons, consistent with applicable law. All background checks will be conducted in strict conformity with the federal Fair Credit Reporting Act (FCRA), applicable state fair credit reporting laws, and state and federal anti-discrimination and privacy laws. The Company is an equal opportunity employer and will comply with applicable federal, state and local laws relating to the use of background checks for employment purposes.

### **Access to Personnel Files and Payroll Records**

Upon written request, a current or former employee or a designated representative may inspect and receive a copy of the employee's personnel file and records that relate to the employee's performance or to any grievance concerning the employee in the presence of a PCPA representative at a mutually convenient time, at the employee's expense. Employees may add their version of any disputed item to the file. The Company will comply with a written personnel file request at reasonable intervals and reasonable times within 30 calendar days of the written request. The parties may agree to a date beyond 30 calendar days provided it is not longer than 35 calendar days from the employer's receipt of the written request.

For a current employee, personnel records will be available for inspection where the employee reports to work or at another location that is mutually agreeable. For a former employee, personnel records will be available for inspection where the records are stored or at another location that is mutually agreeable.

Current and former employees also may inspect their payroll records upon written or oral request and may request a copy of these records. The Company will comply with written payroll records requests as soon as practicable, but no later than 21 calendar days following the request. Current and former employees who request a copy of their payroll records may be charged a reasonable fee related to the cost of copying the requested documents.

Only authorized members of management and PCPA Human Resources have access to an employee's personnel file. Only PCPA Human Resources **or Accounting/Payroll Coordinator** is authorized to release information about current or former employees on behalf of the Company. However, the Company will cooperate with—and provide access to an employee's personnel file to—law enforcement officials or local, state or federal agencies in accordance with applicable law, or in response to a subpoena, in accordance with applicable law.

Health/medical records are not included in your personnel file. These records are confidential. PCPA will safeguard them from disclosure and will divulge such information only as follows:

- As allowed by law;
- To the employee's personal physician upon written request or permission of the employee; or
- As required for workers' compensation cases.

### Personal Data Changes

The information recorded in your personnel file is extremely important to you and to PCPA. It is your responsibility to make sure that the personal data in the file is accurate and up-to-date. Please report any change in the following information immediately to PCPA HR & EDI manager and Accounting/Payroll Coordinator immediately. Otherwise, coverage or benefits could be negatively affected:

- Legal name
- Home address
- Home telephone number
- Person to call in case of emergency
- Number of dependents
- Marital status
- Change of beneficiary
- Driving record or status of driver's license (if you will operate your own vehicle or a college district vehicle on behalf of Allan Hancock College or PCPA)
- Exemptions on your W-4 tax form

### Community Relations

The success of PCPA depends upon the quality of the relationships between PCPA, faculty, staff, students, and the general public. Employees are expected to:

- Be competent and courteous;
- Communicate pleasantly, respectfully, and constructively at all times;
- Follow-up on information requests promptly, return phone calls as soon as possible, and perform all duties in a timely and professional manner; and  
Take pride in their work.

### Performance Evaluations

Each employee will receive periodic performance reviews conducted by their supervisor. Your first performance evaluation will take place at the end of the employee's introductory period. Subsequent performance evaluations will be conducted on the anniversary date of your employment with the Company. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of PCPA, depend upon many factors in addition to performance, and must be in writing and approved by an authorized representative of the Company to be effective.

After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with your supervisor, and that you are aware of its contents. All formal performance evaluations will go into the personnel file. The Company reserves the right to issue disciplinary action and make any personnel changes (including termination) before or after performance evaluations.

### Dress Code Policy

Employees are expected to wear clothing appropriate for the nature of our business and the type of work performed. Avoid clothing that can create a safety hazard.

Because each employee is a representative of PCPA in the eyes of the public, each employee must report to work properly groomed and wearing appropriate clothing. Employees are expected to dress neatly and, in a manner, consistent with the nature of the work performed.

All clothing should be clean. Employees who report to work inappropriately dressed may be asked to clock out and return in acceptable attire.

Certain employees may be required to wear safety equipment or clothing. Any deviations from these guidelines must be approved by your supervisor. This dress code policy will not be enforced in a manner that discriminates against anyone based on a protected category. Nothing in this policy is intended to prevent employees from wearing a hair or facial hair style that is consistent with their cultural, ethnic or racial heritage or identity.

This policy will be interpreted to comply with applicable local, state or federal law. Employees who need a reasonable accommodation because of religious beliefs, observances or practices and/or medical condition or disability. Employees who need such an accommodation should contact their supervisor or PCPA Human Resources.

### Drug and Alcohol Testing

Pacific Conservatory Theatre (the “Company”) values its employees and customers and desires a safe, productive and healthy workplace. Drugs and/or alcohol abuse adversely affects productivity, work quality, and dependability, as well as poses a significant threat to the safety, security and welfare of the Company, its employees, customers, vendors and the general public. Such abuse can also affect an employee’s opportunity for advancement and successful employment. Therefore, this Drug and Alcohol-Free Workplace Policy (“Policy”) is to notify all employees that the Company prohibits the misuse of drugs and alcohol as discussed herein.

This policy applies to all employees, including temporary and seasonal workers. Job applicants may be required to take and pass a drug test following a conditional offer of employment and before commencing work.

### ***Drug Use/Distribution/Possession/Impairment***

The Company strictly prohibits the use, sale, attempted sale, conveyance, distribution, manufacture, purchase, attempted purchase, possession, cultivation and/or transfer of illegal drugs or other unlawful intoxicants at any time, and in any amount or any manner, regardless of occasion. “Illegal drugs” means all drugs whose use or possession is regulated or prohibited by federal, state or local law. These include prescription medication that is used in a manner inconsistent with the prescription or for which the individual does not have a valid prescription.

Marijuana remains illegal as a matter of federal law and therefore the Company reserves the right to take adverse action based on positive test results for illegal drugs, including marijuana, to the fullest extent permitted under applicable law. The Company will also take adverse action where the employee is impaired at work due to the use of marijuana or if marijuana or marijuana products are brought to work, on-site or in company-provided vehicles. However, to the extent required by law, the Company will not take adverse action because of marijuana use while off-the-job and away from work.

### ***Prescription and Over-the-Counter Drugs***

This policy does not prohibit the possession and proper use of lawfully prescribed or over-the-counter drugs. However, an employee taking medication should consult with a health care professional or review dosing directions for information about the medication’s effect on the employee’s ability to work safely, and promptly disclose any work restrictions to a supervisor or Human Resources. Employees are not required to reveal the name of the medication or the underlying medical condition. For safety reasons, medicines brought to the workplace or carried by the employee onto customer premises should be carried in their original containers.

The Company reserves the right to transfer, reassign, place on leave of absence or take other appropriate action regarding any employee during the time the employee uses medication that may impact the employee's ability to perform their job safely. The Company will comply with all requirements pertaining to providing reasonable accommodations to the extent required by applicable law.

### ***Alcohol Use/Distribution/Possession/Impairment***

The Company prohibits the use of alcohol while working or while operating a company-provided (company owned or leased) vehicle. Employees also are prohibited from working or coming onto company premises with alcohol in their systems. The use or abuse of alcohol off-the-job that impairs performance on-the-job also may subject the employee to disciplinary action.

On occasion, the Company may make exceptions to this policy and permit the use of alcohol at a Company-sponsored or approved event. Individuals of legal drinking age who elect to consume alcohol at such an event are expected to act professionally at all times and to refrain from becoming intoxicated or impaired.

### ***Discipline***

Compliance with this policy is a condition of employment. Individuals who violate this policy will be subject to adverse employment action, up to and including termination from employment. Job applicants in violation of this policy will not be hired.

### ***Employee Assistance and Rehabilitation***

Employees who voluntarily seek help for substance abuse (self-referral) by contacting the Company will be provided an opportunity to pursue counseling and rehabilitation. The Company will make available to these Employees information about counseling and rehabilitation services, including the Company's Employee Assistance Program ("EAP") provider. Consistent with California law, the Company offers reasonable accommodations to any employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program, including a leave of absence pursuant to the Company's leave policies, so long as any such accommodation does not impose an undue hardship on the Company.

An employee who is receiving counseling and/or treatment for substance abuse may use available vacation time, sick leave or, if eligible, family and medical leave. Health insurance often covers the costs of such services, but costs not covered must be paid by the employee. The employee may not return to work until released by a treatment provider to do so and he or she receives a negative result on a return-to-work drug and/or alcohol test (as appropriate for that individual). In addition, the employee may be asked to submit to follow-up testing for a period following the return to work.

### ***Drug & Alcohol Testing Requirements***

The Company may ask employees or applicants to submit to drug and/or alcohol tests in the following circumstances:

Pre-Employment – Individuals may be offered employment conditioned on taking and passing a drug test before commencing work. Employment offers will be withdrawn whenever an applicant receives a verified positive test result or refuses to participate in the testing process. Applicants may not begin working before a test result has been returned.

Reasonable Suspicion – When supervision has reason to believe that any employee is under the influence of or impaired by an illegal drug or alcohol while at work or on company premises, or is otherwise in violation of this policy, the employee may be asked to submit to a reasonable suspicion drug or alcohol test. Requests for tests based upon reasonable suspicion will be based upon reasonably contemporaneous observations of the individual's behavior or performance or other credible information report of a substance abuse issue.

Post-Accident Testing – Employees whose acts appear to have caused or contributed to a serious accident may be required to submit to post-accident testing as part of the investigation. A "serious accident" is defined as one which causes significant property damage or causes an injury for which medical treatment beyond simple first aid is required. Following a workplace accident, individuals involved should refrain from the use of alcohol until testing is complete. Post-accident tests will be completed as soon as possible after the accident is reported.

The Company will conduct testing of employees during or immediately before or after an employee's regular work period, and time spent testing shall be deemed work time for purposes of compensation and benefits for current employees. Employees asked to take a reasonable suspicion or post-accident test will be transported to the collection site for testing and then transported home pending receipt of test results.

Under this policy, a positive test for alcohol is defined as a Blood Alcohol Content (BAC) percentage of 0.04 or more.

The Company pays the costs of all drug and/or alcohol tests it requires of employees and applicants.

### ***Procedures for Drug & Alcohol Testing***

Consent/Refusal to Test – No alcohol test may be administered, sample collected, or drug test conducted on any sample without the consent of the person being tested. However, a refusal to submit to a proper test is a violation of this policy and will be treated as a positive test result, subjecting the individual to discipline including immediate termination. An individual's refusal to submit to a Company-required drug and/or alcohol test is a violation of this policy and grounds for discipline. Attempts to tamper with, substitute, adulterate, dilute, evade, or otherwise falsify a test sample are considered refusals to submit to a test, as is a failure to appear at the testing location promptly after being asked to submit to a test.

Collection and Chain-of-Custody – Persons being tested will be asked to provide a test sample by the collection site person. To the extent required by applicable law, the Company will use testing methods that do not screen for nonpsychoactive cannabis metabolites. Accordingly, the Company will only test via oral fluids in California.

Procedures for the collection of specimens will be performed under reasonable and sanitary conditions and allow for reasonable individual privacy. Direct observations of urine collections will not be required. The collection-site person and the person being tested will maintain chain-of-custody procedures for specimens at all times.

Employees should inform the Company Human Resources representative, or the collection site person, as soon as possible if the employees is in need of an accommodation to participate in the testing process.

Testing Methods – All drug test samples will be screened using an immunoassay technique and all presumptive positive drug tests will be confirmed using gas chromatography/mass spectrometry (GC/MS). All confirmatory drug tests will be conducted by a laboratory certified to conduct workplace drug testing. Alcohol tests may be conducted using breath and will ordinarily be conducted and confirmed immediately at the collection location. Tests will seek only information about the presence of drugs and alcohol (or their metabolites) in an individual's body and will not test for any medical condition.

Notification – The Company's contracted Medical Review Officer ("MRO") (a health care professional with an expertise in toxicology) will attempt to contact any individual whose sample was confirmed positive by the laboratory. The MRO will offer the individual an opportunity to discuss, in confidence, any legitimate reasons he or she may have that would explain the positive drug test. If the individual provides an explanation acceptable to the MRO that the positive drug-test result is due to factors other than the consumption of illegal drugs or other prohibited behavior, the MRO will order the positive test result to be disregarded and will report the test as negative. Otherwise, the MRO will verify the test as positive. The MRO may also review test results that are apparently dilute, substituted, or adulterated, and verify those test results as well. Individuals will be provided with a copy of the notice of their test results. The MRO will not share any information about lawful employee use of medications for therapeutic purposes with the Company.

Right to Retest – An individual who tests positive for drugs may request that his or her original sample be sent to an independent certified laboratory for an independent confirmatory test, at the individual's expense, although the Company may suspend, transfer, or take other appropriate action pending the results of any such re-test.

### ***Confidentiality***

All records relating to test results, and employee medical information shall be kept confidential, and disseminated to and within the Company only on a need-to-know basis. Such records will be kept in secure files separate from personnel files. Test results will not be released outside the Company without the written consent of the tested individual, except as may be required by law or legal process.

### **HOURS OF WORK**

#### **Normal**

Business hours differ depending on position assignment and the academic and production calendars. Generally speaking, the regular working hours of PCPA business operations are 8:30 am to 5:00 pm, Monday through Friday. Acting Conservatory operating hours are



9:00 am until 10:30 pm (including classes, rehearsals, and instructional projects) Tuesday through Saturday, with Sundays added during production. Technical Conservatory hours are 8:00 am until 5:00 pm (including classes, rehearsals, shop, production, and instructional projects), Tuesday through Sunday. With the exception of stage management students who operate between 8:00am – 11:00pm. Production Operations are generally 8:00 am until 5:00 pm, Monday through Friday. Production requirements supersede normal operating hours. Periodically, an employee may be asked to deviate from these “regular” hours (i.e., arrive earlier and/or stay later than usual). PCPA may also reduce regular operating hours to meet the needs of PCPA and PCPA budget. If this occurs, a full-time employee whose hours are reduced to less than forty (40) but more than 30 (thirty) hours per week will remain at full-time status for benefit purposes.

The schedule of the conservatory is at the discretion of Conservatory Directors, Production Manager, and Artistic Director. It may change based on the needs of the company.

### Overtime

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime. Overtime will be paid in accordance with applicable state and federal law to non-exempt employees. All overtime work must be authorized in advance by the employee's supervisor. Working overtime without prior authorization may result in disciplinary action. If you work overtime without permission, you may be disciplined up to and possibly including termination. Overtime means:

- All hours worked in excess of eight hours up to and including 12 hours in any workday in one workday;
- All hours worked in excess of 40 hours in any one workweek;
- The first eight hours worked on the seventh consecutive day of work in one workweek; and
- All hours worked in excess of 12 hours in one workday and in excess of eight on the seventh consecutive workday in a workweek shall be paid at double the regular rate of pay.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime or additional compensation will be paid to exempt employees.

### California Meal and Rest Period Policy

PCPA complies with federal and state legal requirements concerning meal and rest periods. PCPA recognizes that employees perform at their best when they have the rest and nourishment they need. This policy explains when PCPA expects employees to take meal and rest periods.

#### 1. Meal Periods

PCPA provides at least a 30-minute meal period to non-exempt employees who work more than five hours, unless they work six or fewer hours total and elect in writing to waive the first meal period. PCPA provides a second 30-minute meal period to employees who work more than 10 hours in a workday, unless they work twelve or fewer hours total, did not waive the first meal period, and elect in writing to waive the second meal period. Employees should take their first meal period before the end of the fifth hour of work and should take their second meal period before the end of the tenth hour of work. Meal periods cannot be taken at the beginning or end of shifts. Employees will be relieved of all of their duties during meal periods and are allowed to leave the facility.

PCPA provides meal periods according to the following schedule:

<b>Duration of Shift In Hours</b>	<b># Meal Periods</b>	<b>Comments</b>
0 to < 5.0	0	Employees who work less than five hours in a workday are not provided with a meal period.
≥ 5.0 to < 10.0	1	Employees who work more than five hours in a workday, but who work less than ten hours in a workday are expected to take a 30-minute meal period available before the end of the 5th hour of work, unless the employees are working six or fewer hours and elect in writing to waive the first meal period.
≥ 10.0	2	Employees who work ten or more hours in a workday are expected to take a second 30-minute meal period available before the end of the 10th hour of work, unless the employees are working twelve or fewer hours, and did not waive the first meal period, and elect in writing to waive the second meal period.

PCPA does not pay non-exempt employees for meal periods, and consequently, non-exempt employees must record the start and stop times of their meal periods.

Any manager who requires a non-exempt employee to work through some or all of a 30-minute meal period provided under this policy, or requires the employee to take a late meal period, must immediately notify the Accounting/Payroll Coordinator so that the employee can be compensated correctly.

If the manager fails to provide an employee a meal or rest or recovery period in accordance with a state law, the Company shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

Any non-exempt employee who feels they are required to work through some or all of a 30-minute meal period or who is required to take their meal period later than the fifth hour of a workday, or who is required to take their second meal period later than the tenth hour of a workday, should complete a California Meal Period and Rest Period Premium Request/Authorization Form and submit it to the Accounting/Payroll Coordinator by no later than the end of the pay period to ensure the employee is properly compensated.

## 2. Rest Periods

Non-exempt employees are authorized and permitted to take a 10 minute paid rest period for every four (4) hours worked, or major fraction thereof. Employees are relieved of all duties during rest periods and are allowed to leave the premises. PCPA authorizes and permits rest periods according to the following schedule:

<b>Duration of Shift In Hours</b>	<b># of 10 Minute Rest Periods</b>	<b>Comments</b>
0 < 3.5	0	Non-exempt employees who work less than 3.5 hours in a workday are not entitled to take a rest period.
3.5 to ≤ 6	1	Non-exempt employees who work 3.5 hours or more in a workday, but who do not work more than 6 hours in a workday are expected to take one 10 minute rest period.
> 6.0 to ≤ 10.0	2	Non-exempt employees who work more than 6 hours in a workday, but who do not work more than 10 hours in a workday are expected to take two 10 minute rest periods.
> 10.0 to ≤ 14.0	3	Non-exempt employees who work more than 10 hours in a workday, but who do not work more than 14 hours in a workday are expected to take three 10 minute rest periods. <sup>1</sup>

Whenever practicable, non-exempt employees should take their rest periods near the middle of each work period. Non-exempt employees may not accumulate rest periods or use rest periods as a basis for starting work late, leaving work early, or extending a meal period.

Because rest periods are paid, non-exempt employees should not clock out for them.

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<sup>1</sup> Non-exempt employees who work more than 14 hours in a workday may be entitled to additional rest breaks.

Any manager who requires a non-exempt employee to work through some or all of a 10-minute rest break provided under this policy must immediately notify Payroll so that the employee can be compensated correctly. Any non-exempt employee who feels they are not authorized and permitted to take a rest period pursuant to the terms of this policy should complete a California Meal Period and Rest Period Premium Request/Authorization Form and submit it to the Accounting/Payroll Coordinator by the end of the pay period, to ensure they are properly compensated.

### 3. Responsibilities

Non-exempt employees are expected to take their meal and rest periods in accordance with the applicable guidelines set forth in this policy. Any non-exempt employee who is not provided with a meal period or authorized and permitted to take a rest period pursuant to the terms of this Policy is immediately entitled to a meal or rest period premium.

Management is expected to make meal and rest periods available to their employees in accordance with this policy. Supervisors can schedule meal and rest periods for their employees, taking into account their department's operational requirements and employee needs. Supervisors may stagger employees' meal periods so ongoing operational responsibilities are not compromised, so long as the applicable guidelines in this policy are met.

Supervisors are responsible for administering their department's meal and rest periods in a fair and uniform manner. Supervisors may not pressure or coerce employees to skip their meal periods or rest breaks.

### 4. Discipline

Any employee, supervisor, or manager who fails to observe meal and rest periods policies will be subject to discipline, up to and including termination of employment. Violations of this policy should be reported to the HR & EDI Manager. Every report will be fully investigated and appropriate corrective action will be taken.

In addition, PCPA will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in PCPA's investigation of such reports. Any form of retaliation in violation of this policy will result in disciplinary action, up to and including termination.

## Timekeeping Requirements

### **Non-exempt Employees**

All non-exempt employees are required to accurately record time worked on their timesheets for payroll purposes. Non-exempt employees must record their own time at the start and end of each work period, including before and after their lunch break. Any handwritten marks or changes on the timesheet must be initialed by your manager. Allowing another employee to fill out your timesheet or clocking in/out for another employee is not permitted. Any employee found tampering with the timecard, intentionally recording time on another employee's time record, or deliberately falsifying their own or any other timecard will be subject to immediate discharge.

Any errors on your timesheet should be reported immediately to your manager, who will attempt to correct errors.

## **Exempt Employees**

Employees who are classified as exempt must record absences from work for reasons such as leaves of absence, sick leave or vacation.

Exempt employees are paid on a salary basis. This means the employee regularly receives a predetermined amount of compensation each pay period, which cannot be reduced because of variations in the quality or quantity of the employee's work. In general, an exempt employee will receive their salary for any week in which the employee performs any work, regardless of the number of days or hours worked. However, an exempt employee will not be paid for days not worked in the following circumstances:

- When an exempt employee takes one or more full days off for personal reasons other than sickness or disability, the employee will not be paid for such day(s) of absence, but the employee may use available vacation to make up for the reduction in salary;
- When an exempt employee takes one or more full days off from work due to sickness or disability, the employee will not be paid for such day(s) of absence, but the employee may use available sick time to make up for the reduction in salary;
- When an exempt employee works only part of the week during their first and last week with the Company, the employee will be paid only for the days actually worked;
- When an exempt employee takes unpaid leave under the Family and Medical Leave Act or corresponding laws, the Company will not pay for such days/hours of absence; and
- When an exempt employee receives an unpaid disciplinary suspension of one or more full days, imposed in good faith for a work-related conduct rule infraction, the Company will not pay for such days of suspension.

The Company may require an exempt employee to use available vacation as a replacement for salary, when the employee takes less than a full day off from work.

An exempt employee's salary will not be reduced when the employee works part of a week and misses part of a week due to service as a juror, as a witness or in the military or for lack of work, though deductions may be made to offset amounts an employee receives as jury or witness fees, or for military pay.

It is Company policy to comply with the salary basis requirements of the Fair Labor Standards Act (FLSA) and applicable state law. The Company prohibits any deductions from pay that violate the FLSA or applicable state law.

## **Off The Clock Work Policy**

PCPA is committed to compensating every employee for all of the work they perform. All non-exempt employees are required to record all of their work time on their timesheets or in PCPA timekeeping system. Importantly, non-exempt employees are specifically prohibited from performing any work for PCPA "off the clock." No one has the authority to require, allow or ask, directly or indirectly, any non-exempt employee to perform any work for the Company "off the clock." Employees must refuse all requests by their supervisors to work "off the clock" and report the request to the HR & EDI Manager, a manager, or the Managing Director. In all cases, all time worked by non-exempt employees must be

recorded on the employee's time record and will be compensated in accordance with Company policies and applicable laws and regulations.

Non-exempt employees are not expected to work early, after hours, or during meal or rest periods to perform any functions, including such as checking and responding to PCPA email, as this is considered time worked and must be reported on the non-exempt employee's timesheet.

### Day of Rest Policy

In each workweek, PCPA will provide employees with at least one day of rest for every seven days within the workweek unless their total hours worked are 30 hours or less in the workweek and six hours or fewer every day of the workweek. If the nature of the employee's work reasonably requires that the employee work seven or more consecutive days, the day of rest requirement may be met by providing an average of one day's rest for every seven days on a monthly basis (e.g., four days of rest per calendar month). An employee may also independently and voluntarily choose and confirm in writing not to take a day of rest. **Day of Rest Confirmation Forms are available from PCPA Human Resources.**

This policy does not apply in cases of emergency or to work performed in the protection of life or property from loss or destruction.

The Company will reasonably accommodate the observance of a Sabbath or other religious holy day by employees, unless doing so would result in undue hardship to the conduct of Company business.

Employees will be paid for all hours worked in compliance with federal, state and local law.

### Advances

PCPA does not permit advances against paychecks or against unaccrued vacation.

### Reporting-Time Pay

PCPA will comply with all applicable regulations regarding reporting-time pay for non-exempt employees. This means that an employee will be paid reporting time pay at an employee's regular rate of pay according to the following rules:

Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage.

If an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay, which shall not be less than the minimum wage.

PCPA will not pay employees for reporting under the following circumstances:

- Interruption of work because of the failure of any or all public utilities;
- Operations can't begin due to threats to employees or the Company's property, or when recommended by civil authorities; or
- Interruption of work because of natural causes or other circumstances beyond the Company's power to control.

Exempt employees who report to work but are sent home due to a hazardous situation or severe weather will receive pay for a normal working day. Reporting time pay does not apply to employees on paid standby status, who are called to work at times other than their usual shift.

Employees who are able and authorized to work from home are expected to continue to work from home.

### Deductions for Exempt Employees

Employees paid on a "salary basis" regularly receive a predetermined amount of compensation each pay period. Subject to the exceptions listed below, exempt employees will receive full salary for any workweek in which they perform any work, regardless of the number of days or hours worked. Exempt employees may not be paid for any workweek in which they perform no work, subject to PCPA's programs and policies.

No deductions from salary may be made for time when work is not available, provided the exempt employee is ready, willing, and able to work. Deductions from pay are permissible when an exempt employee:

- Is absent from work for one or more full days for personal reasons other than sickness or disability;
- Is absent for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy, or practice of providing full compensation for salary lost due to illness and the employee has exhausted their leave under this policy;
- Is absent for jury duty or military duty for a full week and performs no work during the week; or
- Works less than a full week during the initial or final week of employment.

If an employee is only working a portion of their regular work day for personal reasons, the employer may require or the employee may request to take a partial day deduction from any available accrued vacation leave balance. If an employee is only working a portion of their regular work day due to illness, the employee may request to take a partial day deduction from any available accrued sick leave balance.

It is Company policy to comply with these salary basis requirements. Therefore, PCPA prohibits all Company managers from making any improper deductions from the salaries of exempt employees. The Company wants employees to be aware of this policy and

know that the Company does not allow deductions that violate federal or state law.

If you believe that an improper deduction from your salary has been made, you should immediately report this information to your direct supervisor, or to HR & EDI Manager and Accounting/Payroll Coordinator

Reports of improper deductions will be investigated promptly. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

### Discussion of Wages

No employee is prohibited from disclosing the amount of their wages. PCPA will not terminate, demote, suspend, or otherwise discriminate or retaliate against an employee who makes such a disclosure or because an employee exercises their rights, or aids or encourages other employees in exercising their rights, under California's Equal Pay Law.

This policy does not require disclosure of wages.

Reports of improper deductions will be investigated promptly. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

### Use Of Company Cell Phone and/or Other Technology While Driving

All employees are expected to comply with all local, state, and federal laws while operating Company vehicles and other equipment or driving a personal vehicle for business purposes. All employees who drive on Company business, whether in a personal or Company vehicle, are expected to refrain from using any information and communications technology (such as, without limitation, cell phones, smart phones, pagers, handheld mobile devices, laptops, tablets, or other mobile technology devices) in any manner that would be distracting while driving. Specifically, while driving employees may not text, read or send emails, access the Internet, or use any computer application (other than legal and permissible use of maps).

Safety must come before all other concerns. If an employee receives a call or text while driving on Company business, regardless of whether it is a Company-issued device or personal device, the employee must pull over safely, park, and then either answer the call/text or return the call/text message. If an employee needs to make a Company-related call/text, they must also pull over safely, park and then place the call/text. In looking for a safe place to pull over, special care should be taken in situations where there is traffic, inclement weather or the employee is driving in an unfamiliar area. Under no circumstances are employees allowed to place themselves or others at risk to fulfill business needs.

Employees also cannot drive vehicles that are equipped with a television screen or similar image viewing device that is visible from the driver's seat (unless it is a back-up or right-turn camera that is provided with the vehicle). Employees must comply with any applicable local, state, and federal laws concerning the use of cell phones and other technology (including headphones) while driving.



Employees who are charged with traffic violations resulting from the use of technology while driving will be solely responsible for all liabilities that result from such actions. The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment.

Accidents in Company vehicles or while driving on Company business, regardless of severity, must be reported immediately to the police and to Human Resources **or Production Manager**. Failing to stop after an accident and/or failure to report an accident may result in disciplinary action up to and including termination of employment.

### Use of Personal Cell Phones and Electronic Devices

Employees are prohibited during work time from making or receiving personal cell phone calls, except if the employee is required to use their cell phone in the regular course of business or in the event of a business or personal emergency. Personal cell phone or other electronic device use during working hours is prohibited because it can hinder an employee's productivity and jeopardize the safety of the employee and other employees. Employees are permitted to use their personal cell phone during their authorized break and meal periods.

Employees are never required to use a personal cell phone for work purposes unless they execute a cell-phone policy and agreement. If you have not executed a separate cell phone policy and agreement but believe that your job duties have required you to use your personal cell phone for work, you must immediately contact the Managing Director to discuss appropriate reimbursement. You may be required to provide the content of any communications (for example, text messages or emails) and any other relevant information relating to data usage in order to verify that the additional charge is due to business use, and the appropriate reimbursement amount.

### Punctuality And Attendance

As an employee of PCPA, you are expected to be punctual and regular in attendance. Any tardiness or absence causes problems for your fellow employees and your supervisor. When you are absent, your workload must be performed by others, just as you must assume the workload of others who are absent.

Employees are expected to report to work as scheduled, on time and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal and break periods or when required to leave on authorized PCPA business. Unapproved late arrivals, early departures or other absences from scheduled hours are disruptive and must be avoided.

If you are unable to report for work on any particular day, you must call your supervisor at least 1/2 hour before your scheduled shift, unless it is impossible to do so, in which case the employee must call as soon as possible thereafter. If you call less than 1/2 hour before your scheduled shift has begun, you will be considered tardy for that day, unless extenuating circumstances exist and the absence or tardiness is excused or approved.

In all cases of absence or tardiness, employees must provide their supervisor with an honest reason or explanation. Employees also must inform their supervisor of the

expected duration of any absence. Unless there are extenuating circumstances, you must call in prior to the start of your scheduled work day if you are unable to report to work.

Excessive absenteeism, excused or not, will not be tolerated. Each situation of excessive absenteeism or tardiness shall be evaluated on a case-by-case basis.

However, even one unexcused absence may be considered excessive, depending upon the circumstances. Excessive absenteeism can result in disciplinary action up to and including termination.

In addition, if you fail to report for work without any notification to your supervisor and your absence continues for a period of three (3) days, PCPA will consider that you have abandoned your employment and have voluntarily quit. Please note if you fail to report for work without any notification to your supervisor for even one (1) day you can be subject to disciplinary action up to and including termination.

Absences protected by local, state and federal law do not count as a violation of the punctuality and attendance policy. Paid sick time protected under California law does not count as a violation of this policy.

## LEAVES OF ABSENCE

### California Sick Leave

The Company provides eligible employees with paid sick leave pursuant to California's Healthy Workplaces Healthy Families Act ("HWHFA").

#### Eligibility

All employees working in California for PCPA are eligible to receive sick leave under this policy.

#### Accrual and Carryover of Sick Leave

**Full-time employees (regular-scheduled)** begin to accrue sick leave on their first calendar day of employment with the Company.

Sick leave accrues up to an overall accrual cap of 16 days for exempt employees and 64 hours for non-exempt employees. Once an employee's sick leave balance reaches their overall accrual cap, no further sick leave will accrue until previously accrued sick leave is used. Employees will not be given retroactive credit for any period of time in which they do not accrue sick leave because their balance was at the accrual cap.

For accrual purposes, exempt employees are assumed to work 40 hours per workweek unless their normal workweek is fewer than 40 hours per week, in which case sick leave accrues based upon the employee's normal workweek hours. Non-exempt employees accrue sick leave based on all hours worked, including overtime.

For purposes of this policy, the benefit year is upon date of hire to the one-year anniversary of date of hire. The Company does not pay out any unused sick leave at year-end in lieu of carryover.

Employees will be able to determine the amount of sick leave available for use by reviewing **their paystubs**.

**SICK:** *Exempt* = accrues .67 days per pay period (12 pay periods)  
Maxes out at 16 days  
Accrues 8.04 days per year  
*Hourly* = accrues 2.67 hours per pay period (24 pay periods)  
Maxes out at 128 hours  
Accrues 64.08 hours per year

Sick leave does carry over up to the maximum listed above.

### Using Sick Leave

Newly hired employees cannot use sick leave until their **90th** calendar day of employment with the Company. Thereafter, employees may use sick leave as it is accrued.

**For non-exempt (hourly) employees**, sick leave must be used in increments corresponding to the actual time taken (e.g., if you are out for 40 minutes, you should log 40 minutes of sick leave). **For exempt (salaried) employees**, sick leave may be used for either a full day or a partial day.

Employees are not required to search for or find a replacement worker to cover the period during which they use sick leave.

### Annual Grant of Sick Leave

**Part-time employees (regular-scheduled & temporary) & Full-time temporary employees:** The Company provides an initial grant of sick leave of 40 hours or the equivalent of five (5) workdays (based on the employee's work schedule), whichever is greater, upon their first calendar day of employment with the Company and an annual grant at the beginning of each benefit year thereafter. For purposes of this policy, the benefit year is the benefit year is upon date of hire to the one-year anniversary of date of hire.

Sick leave that remains unused at the end of a benefit year will be lost and will not carry over from one year to the next.

Employees will be able to determine the amount of sick leave available for use by reviewing **their paystubs**.

### Using Sick Leave

Newly hired employees cannot use sick leave until their **90th** calendar day of employment with the Company.

Employees may use a maximum of the greater of 40 hours or the equivalent of five (5) workdays (based on the employee's work schedule) of sick leave per benefit year.

**For non-exempt (hourly) employees**, sick leave must be used in increments corresponding to the actual time taken (e.g., if you are out for 40 minutes, you should log 40 minutes of sick leave). **For exempt (salaried) employees**, sick leave may be used for either a full day or a partial day.

Employees are not required to search for or find a replacement worker to cover the period during which they use sick leave.

### Covered Reasons for Use

Sick leave may be used only during times that an employee cannot work for the following reasons:

- The diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member.
- If the employee is a victim of domestic violence, sexual assault or stalking and time off is needed to:
  - Obtain or attempt to obtain any relief (e.g., a temporary restraining order, restraining order or other injunctive relief) to help ensure the health, safety or welfare of the victim or the victim's child;
  - Seek medical attention for injuries caused by domestic violence, sexual assault or stalking;
  - Obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking;
  - Obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking; or

- Participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault or stalking, including temporary or permanent relocation.

*Family Member.* For purposes of this policy, “family member” means the employee’s spouse, registered domestic partner, child (including the child of a domestic partner), legal ward, parent (including the parent of a spouse or domestic partner), legal guardian, grandchild, grandparent, sibling, or a designated person. A “designated person” means a person identified by the employee at the time the employee requests sick leave. Employees are limited to one designated person per 12-month period.

### Notice Required

If the need to use sick leave is foreseeable, such as for prescheduled medical appointments and court dates in domestic violence cases, employees must make a good-faith effort to provide reasonable advance notice to **their direct manager and PCPA Human Resources** of an absence from work. If the need to use sick leave is unforeseeable, employees must provide notice to **their direct manager and PCPA Human Resources** as soon as practicable.

When notifying the Company of the need to use sick leave, an employee should include the anticipated duration of the absence, when possible.

In all circumstances, employees are responsible for specifying that the time off is for sick leave reasons (as opposed to, for example, vacation), so that the absence may be designated as a sick leave absence. Pursuant to the Company’s timekeeping policies, employees should record their use of sick leave in **the timekeeping system**, either before their absence or upon their return to work.

### Verification of Absence

If an employee uses sick leave for more than **3** consecutive workdays, the Company may require a doctor’s note or other verification of the employee’s need for the absence. Depending on the circumstances, verification may include a doctor’s note (for the employee’s own or family member’s health condition); police report, court document, or court order of protection (indicating domestic violence, stalking, etc.); and/or other verification as permitted by applicable law.

The Company will keep confidential the health information of the employee or employee’s family member, as well as information related to domestic violence perpetrated against or sexual assault of the employee, in accordance with federal, state and local law.

### Discipline for Unprotected Use of Sick Leave

Discipline – up to and including termination – may be taken against an employee who uses sick leave for a purpose not covered by, or in a manner not consistent with, the HWHFA. In addition, discipline – up to and including termination – may be taken against an employee that violates this policy’s requirements concerning requesting, using, recording, verifying, and/or documenting use of sick leave.

## **Rate of Pay**

The rate of pay for sick leave will be calculated in accordance with applicable law.

## **Separation from Employment and Rehire**

The Company does not pay employees for unused sick leave at any time, including upon separation from employment for any reason.

If an employee's employment with the Company ends and the employee is rehired within one (1) year of employment ending, the employee's previously [**accrued but**] unused sick leave balance will be reinstated and made available for use in accordance with the HWHFA.

## **Anti-Discrimination and Retaliation**

As long as the use of sick leave complies with the requirements of this policy and the HWHFA, the Company will not count employees' use of sick leave as an absence or "occurrence" under any Company attendance policy. Therefore, any such use of sick leave will not lead to or result in discipline, demotion, suspension or termination.

The Company will not retaliate or discriminate against any employee for requesting or using sick leave for authorized circumstances or for making a complaint or informing a person about a suspected violation of this policy, cooperating or participating in any investigation, administrative hearing or judicial action regarding an alleged violation, opposing any policy or practice prohibited by any sick and safe time or mandatory paid leave law, or informing any person of their potential rights under the law.

## **Additional Information**

Employees who have questions about the California Sick Leave policy should contact **PCPA Human Resources and/or PCPA Accounting/Payroll Coordinator**.

## **Family and Medical Leaves**

PCPA will grant family and medical leave in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted. Although the federal and state laws sometimes have different names, PCPA refers to these types of leaves as the federal Family and Medical Leave Act (Fed-FMLA) and the California Family Rights Act (CFRA) collectively as "FMLA Leave." No greater or lesser leave benefits will be granted than those set forth in such state or federal laws. In certain situations, the federal law requires that provisions of state law apply. In any case, employees will be eligible for the most generous benefits available under applicable law.

Please contact your supervisor as soon as you become aware of the need for a FMLA Leave. Employees are expected to provide prompt notice to PCPA of any change(s) to an employee's return to work date. Accepting other employment, continuing to work in another job, or filing for unemployment insurance benefits while on leave may be treated as a voluntary resignation from employment.

### **1. Employee Eligibility**

To be eligible for FMLA Leave benefits, you must: (1) have worked for PCPA for a total of at least 12 months (not necessarily consecutive); (2) have worked at least 1,250 hours over the previous 12 months as of the start of the leave; and (3) (Fed-FMLA only) work at a location where at least 50 employees are employed by the Company within 75 miles, as of the date the leave is requested.

## 2. Reasons for Leave

State and federal laws allow FMLA Leave for various reasons. Because an employee's rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. Fed-FMLA leave and CFRA leave run concurrently except for the following reasons: to care for a child without regard to age or dependency status, registered domestic partner, a child of a registered domestic partner, grandparent, grandchild, parent-in-law, sibling or designated person (CFRA only), incapacity due to pregnancy or prenatal care as a serious health condition (Fed-FMLA only), qualifying exigency leave as defined under the FMLA (Fed-FMLA only), qualifying exigency leave as defined under the CFRA (CFRA only) and military caregiver leave (Fed-FMLA only). Additionally, CFRA coverage for an employee's own serious health condition that also constitutes a disability under the California's Fair Employment and Housing Act (FEHA) is separate and distinct from FEHA protections. If the employee cannot return to work at the expiration of the CFRA leave, the Company will engage the employee in the interactive process to determine whether an extension of the leave would be a reasonable accommodation under the FEHA.

FMLA Leave may be used for one of the following reasons:

- (1) the birth, adoption, or foster care of an employee's child within 12 months following birth or placement of the child ("Bonding Leave");
- (2) to care for an immediate family member (spouse, child, parent and for CFRA Leave: registered domestic partner, child of a domestic partner, grandparent, grandchild, sibling or designated person) with a serious health condition ("Family Care Leave");
- (3) an employee's inability to work because of a serious health condition ("Serious Health Condition Leave");
- (4) A "qualifying exigency," as defined under the FMLA, arising from a spouse's, child's or parent's "covered active duty" as a member of the military reserves, National Guard or Armed Forces or as defined under the CFRA, related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States (Qualifying Exigency Leave); or
- (5) To care for a spouse, child, parent or next of kin (nearest blood relative) who is a "Covered Servicemember" (Military Caregiver Leave).

### 3. Definitions

**"Child,"** for purposes of Bonding Leave and Family Care Leave, means a biological, adopted or foster child; a stepchild; a legal ward; or a child of a person standing in loco parentis, and for Fed-FMLA only, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability, at the time that FMLA Leave is to commence. "Child," for purposes of Qualifying Exigency Leave and Military Caregiver Leave, means a biological, adopted or foster child; stepchild; legal ward; or a child for whom the person stood in loco parentis, and who is of any age.

**"Parent,"** for purposes of this policy, means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the person. This term includes a parent-in-law for CFRA leave only. For Qualifying Exigency Leave taken to provide care to a parent of a deployed military member, the parent must be incapable of self-care as defined by the FMLA.

**"Designated Person,"** for purposes of this policy means any individual related by blood or whose association with the employee is the equivalent of a family relationship. Employees may identify a designated person at the time they request CFRA leave. [OPTIONAL: Employees are limited to one designated person per 12-month period.]

**"Covered Active Duty"** means (1) 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 (2) 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 (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.

**"Covered Servicemember"** means (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, 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 incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties; or (2) a person who, during the five years prior to the treatment necessitating the leave, served in the active military, Naval or Air Service, and who was discharged or released under conditions other than dishonorable (a "veteran" as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran. For purposes of determining the five-year period for covered veteran status, the period between October 28, 2009, and March 8, 2013, is excluded.

**"Spouse"** means the other person with whom an individual entered into marriage as defined or recognized under state law in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least



one state. For purposes of CFRA leave, a spouse includes a registered domestic partner or same-sex partners in marriage.

**"Key employee"** means a salaried Fed-FMLA Leave eligible employee who is among the highest paid 10 percent of all the employees employed by the employer within 75 miles of the employee's worksite at the time of the Fed-FMLA leave request.

**"Serious health condition"** means an illness, injury, impairment or physical or mental condition that involves either:

- Inpatient care (including, but not limited to, substance abuse treatment) in a hospital, hospice or residential medical care facility, including any period of incapacity (that is, inability to work, attend school or perform other regular daily activities) or any subsequent treatment in connection with this inpatient care; or
- Continuing treatment (including, but not limited to, substance abuse treatment) by a health care provider that includes one or more of the following:
  - A period of incapacity (that is, inability to work, attend school or perform other regular daily activities due to a serious health condition, its treatment or the recovery that it requires) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves treatment two or more times via an in-person visit to a health care provider, or at least one visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider.
  - Any period of incapacity due to pregnancy or prenatal care (under the Fed-FMLA, but not the CFRA).
  - Any period of incapacity or treatment for incapacity due to a chronic serious health condition that requires periodic visits to a health care provider, continues over an extended period of time and may cause episodic incapacity.
  - A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective, such as Alzheimer's, a severe stroke and the terminal stages of a disease.
  - Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider either for (a) restorative surgery after an accident or other injury; or (b) a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

**"Serious injury or illness"** in the case of a current member of the Armed Forces, National Guard or Reserves is an injury or illness incurred by a covered servicemember in the line of duty on active duty (or that preexisted the member's active duty and was aggravated by service in the line of duty on active duty) in the Armed Forces that may render him or her medically unfit to perform the duties of his or her office, grade, rank or rating. In the case of a covered veteran, "serious injury or illness" means an injury or illness that was

incurred in the line of duty on active duty (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty) and that manifested itself before or after the member became a veteran.

**"Qualifying exigency" for Fed-FMLA** is defined by the Department of Labor and for CFRA is defined by the California Unemployment Insurance Code and generally includes events related to short-notice deployment, military ceremonies, support and assistance programs, changes in childcare, school activities, financial and legal arrangements, counseling and post-deployment activities. Qualifying Exigency Leave may also be used to spend up to 15 days with military members who are on short-term, temporary, rest and recuperation leave during their period of deployment.

#### 4. Length of Leave

If the reason for leave is common to both Fed-FMLA and CFRA and, therefore, running concurrently, the maximum amount of FMLA Leave will be twelve (12) workweeks in any 12-month period. If the reason for leave is not common to both Fed-FMLA and CFRA and, therefore, not running concurrently, then an eligible employee may be entitled to additional leave under applicable law.

The applicable "12-month period" utilized by the Company is a 12-month period measured forward from the start date of the employee's first FMLA leave; Under this method the 12-month period is measured from the date the employee first uses any FMLA leave.

Fed-FMLA and CFRA Leave run concurrently as FMLA Leave when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and/or (4) Military Emergency Leave. However, if both spouses (or registered domestic partners) work for the Company and are eligible for leave under this policy, the spouses (or registered domestic partners) will be limited to a total of 12 workweeks off between the two of them when the leave is for Bonding Leave or to care for a parent using Family Care Leave. A 12-month period begins on the date of your first use of FMLA Leave. Successive 12-month periods commence on the date of your first use of such leave after the preceding 12-month period has ended.

The maximum amount of FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of twenty-six (26) workweeks in a single 12-month period. A "single 12-month period" begins on the date of your first use of such leave and ends 12 months after that date.

If both spouses work for PCPA and are eligible for leave under this policy, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Military Emergency Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

Under some circumstances, you may take FMLA Leave intermittently—which means taking leave in blocks of time, or by reducing your normal weekly or daily work schedule. Leave taken intermittently may be taken in increments of no less than one (1) hour.

When an employee who has been approved for intermittent leave calls in for an unforeseen instance of intermittent leave, at the time the employee calls off the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave.

To the extent required by law, some extensions to leave beyond an employee's FMLA Leave entitlement may be granted when the leave is necessitated by an employee's work-

related injury/illness, a pregnancy related disability, or a “disability” as defined under the Americans with Disabilities Act and/or applicable state or local law. Certain restrictions on these benefits may apply.

## 5. Notice and Certification

### a. Bonding, Family Care, Serious Health Condition, and Military Caregiver Leave Requirements

Employees are required to provide:

1. when the need for the leave is foreseeable, 30 days advance notice or such notice as is both possible and practical if the leave must begin in less than 30 days (normally this should be the same day the employee becomes aware of the need for leave or the next business day);
2. when the need for leave is not foreseeable, notice within the time prescribed by the Company’s normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical;
3. when the leave relates to medical issues, a completed Certification of Health-Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health-Care Provider form);
4. periodic recertification (as allowed by law); and
5. periodic reports during the leave.

Certification forms are available from the HR & EDI Manager. At PCPA’s expense, PCPA may also require a second or third medical opinion regarding your own serious health condition. Employees are expected to cooperate with PCPA in obtaining additional medical opinions that the Company may require.

When leave is for planned medical treatment, you must try to schedule treatment so as not to unduly disrupt PCPA’s operation. Please contact HR & EDI Manager prior to scheduling planned medical treatment.

If an employee does not produce the certification as requested, the FMLA leave will not be protected. In addition to the requirements listed above, if an employee's Fed-FMLA leave is certified, the Company may later require medical recertification in connection with an absence that the employee reports as qualifying for Fed-FMLA leave. In addition, the Company may request recertification in connection with an absence after six months have passed since the employee's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by the Company will be at the employee's expense.

A recertification under the CFRA may only be requested at the expiration of the time period in the original certification for time off for the employee's own serious health condition.

If an employee does not produce the recertification as requested, the leave will not be CFRA protected.

(i) [Servicemember's Emergency Leave](#)

Requirements

Employees are required to provide:

1. as much advance notice as is reasonable and practicable under the circumstances;
2. a copy of the covered servicemember's active duty orders when the employee requests leave; and
3. a completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms can be available from the HR & EDI Manager.

(ii) [Failure to Provide Certification and to Return](#)

from Leave

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If you fail to return to work at your leave's expiration and have not obtained an extension of the leave, PCPA may presume that you do not plan to return to work and have voluntarily terminated your employment.

6. [Compensation During Leave](#)

Generally, FMLA Leave is unpaid. However, you may be eligible to receive benefits through State-sponsored or Company-sponsored wage-replacement benefit programs. If you are eligible to receive these benefits, you may also choose to supplement these benefits with the use of accrued vacation and sick leave, to the extent permitted by law and PCPA policy. All such payments will be integrated so that you will receive no more than your regular compensation during this period. If you are not eligible to receive any of these wage-replacement benefits, the Company may require you to use accrued vacation to cover some or all of the FMLA Leave. However, the Company will only require employees to use accrued vacation [PTO], if the CFRA leave is otherwise unpaid. The CFRA leave is not unpaid if the employee is receiving state disability insurance, short or long term disability payments pursuant to an employer provided plan, or is receiving Paid Family Leave through the state. The use of paid benefits will not extend the length of a FMLA Leave.

7. [Benefits During Leave](#)

The Company will continue making contributions for your group health benefits during your leave on the same terms as if you had continued to work. This means that if you want your benefits coverage to continue during your leave, you must also continue to make any premium payments that you are now required to make for yourself or your dependents. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave,

and Military Emergency Leave, or another reason common to both Fed-FMLA and CFRA, will generally be provided with group health benefits for a 12 workweek period. When employees take leave for a reason that is not common to both Fed-FMLA and CFRA and, therefore, leave is running consecutively, the Company will continue the employee's health insurance benefits for up to a maximum of 12 workweeks in a 12-month period during each applicable leave. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some instances, the Company may recover premiums it paid to maintain health coverage if you fail to return to work following a FMLA Leave.

If you are on a FMLA Leave but are not entitled to continued paid group health insurance coverage, you may continue your coverage through the Company in conjunction with federal and/or state COBRA guidelines by making monthly payments to the Company for the amount of the relevant premium. Please contact Human Resources for further information.

Your length of service as of the leave will remain intact, but accrued benefits such as vacation will not accrue while on an unpaid FMLA Leave.

## 8. Job Reinstatement

Under most circumstances, you will be reinstated to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. If an employee becomes unqualified during CFRA leave as a result of not attending a necessary course, or renewing a license, the employee will be given a reasonable opportunity to fulfill those conditions upon returning to work. Further, the Company may grant an employee's request to work a different shift, in a different or better position, or in a different location, that is better suited to the employee's personal needs upon returning from CFRA leave. The Company will also consider a reasonable accommodation under the FEHA if the employee is returning from CFRA leave for his or her own serious health condition. However, you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, if you would have been laid off had you not gone on leave, or if your position has been eliminated during the leave, then you will not be entitled to reinstatement.

Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee can perform the essential functions of the job as those essential functions relate to the employee's serious health condition. For an employee on intermittent FMLA leave, such a release may be required if reasonable safety concerns exist regarding the employee's ability to perform their duties, based on the serious health condition for which the employee took the intermittent leave.

**A NOTICE TO EMPLOYEES OF RIGHTS UNDER FMLA IS ATTACHED TO THIS HANDBOOK.**

## 9. Confidentiality

Documents relating to medical certifications, recertifications or medical histories of employees or employees' family members will be maintained separately and treated as confidential medical records, except that in some legally recognized circumstances, the records (or information in them) may be disclosed to supervisors and managers, first aid

and safety personnel or government officials.

#### 10. Fraudulent Use of FMLA Leave Prohibited

An employee who fraudulently obtains FMLA Leave from the Company is not protected by the Fed-FMLA's or the CFRA's job restoration or maintenance of health benefits provisions. In addition, the Company will take all available appropriate disciplinary action against an employee due to such fraud.

#### 11. Nondiscrimination

The Company takes its FMLA Leave obligations very seriously and will not interfere with, restrain or deny the exercise of any rights provided by the Fed-FMLA or the CFRA. We will not terminate or discriminate against any individual for opposing any practice or because of involvement in any proceeding related to the Fed-FMLA or CFRA. If an employee believes that his or her Fed-FMLA or CFRA rights have been violated in any way, he or she should immediately report the matter to Human Resources **or Managing Director**.

#### Pregnancy And Pregnancy Related Disabilities

Any employee who is disabled by pregnancy, childbirth, or a related medical condition (including medical conditions relating to lactation) is eligible for a Pregnancy Disability Leave of Absence (PDL). There is no length of service requirement and if an employee is also eligible for leave under the Fed-FMLA, the Fed-FMLA Leave and the PDL will run concurrently.

For purposes of this policy, you are “disabled by pregnancy” when, in the opinion of your healthcare provider, you cannot work at all or are unable to perform any one or more of the essential functions of your job or to perform them without undue risk to yourself, the successful completion of your pregnancy, or to other persons as determined by a health care provider. This term also applies to certain pregnancy-related conditions, such as severe morning sickness or if you need to take time off for prenatal or postnatal care, bed rest, post-partum depression, and the loss or end of pregnancy (among other pregnancy-related conditions that are considered to be disabling).

#### 1. Reasonable Accommodation for Pregnancy-Related Disabilities

Any employee who is affected by pregnancy may also be eligible for a temporary transfer or another accommodation. There is no length of service requirement. You are “affected by pregnancy” if you are pregnant or have a related medical condition and your health care provider has certified that it is medically advisable for you to temporarily transfer or to receive some other accommodation.

The Company will provide a temporary transfer to a less strenuous or hazardous position or duties or other accommodation to an employee affected by pregnancy if:

- She requests a transfer or other accommodation;
- The request is based upon the certification of her health care provider as “medically advisable”; *and*

- The transfer or other requested accommodation can be reasonably accommodated pursuant to applicable law.

No additional position will be created, and the Company will not discharge another employee, transfer another employee with more seniority, or promote or transfer any employee who is not qualified to perform the new job as a part of the accommodation process.

## 2. Advance Notice and Medical Certification

To be approved for a pregnancy disability leave of absence, a temporary transfer or other reasonable accommodation, you must:

- Provide 30 days' advance notice before the leave of absence, transfer or reasonable accommodation is to begin, if the need is foreseeable;
- Provide as much notice as is practicable before the leave, transfer or reasonable accommodation when 30 days' notice is not foreseeable; *and*
- Provide a signed medical certification from your health care provider, that states that you are disabled due to pregnancy or that it is medically advisable for you to be temporarily transferred or to receive some other requested accommodation.

The Company may require you to provide a new certification if you request an extension of time for your leave, transfer or other requested accommodation. Failure to provide the Company with reasonable advance notice may result in the delay of leave, transfer or other requested accommodation.

## 3. Duration

The Company will provide you with a Pregnancy Disability Leave of Absence for the duration of your pregnancy-related disability for up to four (4) months. This leave may be taken intermittently or on a continuous basis, as certified by your health care provider. The four months of leave available to an employee due to her pregnancy related disability is defined as the number of days (and hours) the employee would normally work within four calendar months or 17.33 workweeks.

Any temporary transfer or other reasonable accommodation provided to an employee affected by pregnancy will not reduce the amount of Pregnancy Disability Leave time the employee has available to her unless the temporary transfer or other reasonable accommodation involves a reduced work schedule or intermittent absences from work.

## 4. Reinstatement

If you and the Company have agreed upon a definite date of return from your leave of absence or transfer, you will be reinstated on that date if you notify the Company that you are able to return on that date. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, you will be returned to work within two (2) business days, where feasible, after you notify the Company of your readiness to return.

Before you will be allowed to return to work in your regular job following a leave of absence or transfer, you must provide your Human Resources with a certification from your health care provider that you can perform safely all of the essential duties of your position, with or without reasonable accommodation. If you do not provide such a release prior to or upon reporting for work, you will be sent home until a release is provided. This time before the release is provided will be unpaid.

You will be returned to the same or a comparable position upon the conclusion of your leave of absence or transfer. If the same position is not available on your scheduled return date, the Company will provide you a comparable position on your scheduled return date or within 60 calendar days of that return date. However, you will not be entitled to any greater right to reinstatement than if you had not taken the leave. For example, you would have been laid off regardless of the leave, or you would not have been offered a comparable position, then the employee will not be entitled to reinstatement.

Failure to return to work at the conclusion of the leave of absence may result in termination of employment, unless you are taking additional leave provided by law or Company policy or the Company has otherwise approved you to take additional time off.

## 5. Integration with Other Benefits

Pregnancy Disability Leaves of Absence and accommodations that require you to work a reduced work schedule or to take time off from work intermittently are unpaid. You may elect to use accrued vacation and sick leave benefits during the unpaid leave of absence. However, use of paid time off will not extend the available leave of absence time. Vacation and sick leave hours will not accrue during any unpaid portion of the leave of absence, and you will not receive pay for official holidays that are observed during your leave of absence except during those periods when you are substituting vacation and sick leave for unpaid leave.

Employees should apply for California State Disability insurance (“SDI”) benefits. SDI forms are available from the Company or your health care provider. Any SDI for which you are eligible will be integrated with accrued vacation, sick leave, or other paid time off benefits so that you do not receive more than 100% of your regular pay.

## 6. Benefits

PCPA will maintain an employee’s health insurance benefits during an employee’s Pregnancy Disability Leave for a period of up to four months (as defined above) on the same terms as they were provided prior to the leave time. This means that if you want your benefits coverage to continue during your leave, you must also continue to make any premium payments that you are now required to make for yourself or your dependents. That would only apply to dependent/spouse coverage unless the employee opts to drop them during their leave. If they do that, they will need to wait until open enrollment to reinstate them. If you take additional time off following a Pregnancy Disability Leave that qualifies as CFRA, the Company will continue your health insurance benefits for up to a maximum of 12 workweeks in a 12-month period.

EXAMPLE: You take 17.33 workweeks off due to a pregnancy disability. Assuming you are eligible for FMLA and CFRA leave, your Pregnancy Disability Leave will also be concurrently covered by FMLA and your group health insurance coverage would continue for the entire 17.33 workweek period. If, after your pregnancy disability



leave and FMLA leave, has been completed, you wish to take 12 additional weeks off from work to bond with a new baby under CFRA, the Company will continue your health insurance benefits for the 12 workweek period.

In some instances, PCPA may recover premiums it paid to maintain health insurance benefits if you fail to return to work following your pregnancy disability leave for reasons other than taking additional leave afforded by law or Company policy or not returning due to circumstances beyond your control.

### Pregnancy Accommodations Under the Federal Pregnant Workers Fairness Act

In addition to the accommodations provided under California law, PCPA complies with the federal Pregnant Workers Fairness Act (“PWFA”) by providing reasonable accommodations for known physical or mental limitations related to the pregnancy, childbirth or related medical conditions of a qualified applicant or employee, unless the accommodation would impose an undue hardship on the operation of the Company’s business. “Known physical or mental limitations” are those that the applicant, employee or their representative has communicated to the Company. Employees or applicants who wish to inform the Company of such a limitation and/or request a reasonable accommodation under this policy should contact Human Resources, preferably specifying in writing, what barriers or limitations prompted the request.

The following accommodations will typically be provided upon request:

- Allowing an employee to carry or keep water in or near their work area and to drink water as needed;
- Additional restroom breaks, as needed;
- Allowing an employee whose work requires standing to sit, as needed;
- Allowing an employee whose work requires sitting to stand, as needed; and
- Allowing an employee to take breaks, as needed, to eat and drink.

For other accommodations, Human Resources will evaluate information provided regarding any reported or apparent barriers or limitations and will then communicate with the applicant or employee and engage in an interactive process to determine the nature of the limitation and what, if any, reasonable accommodation(s) may be appropriate. If, through this interactive process, the Company and the individual arrive at a reasonable accommodation that does not impose an undue hardship on the operation of the Company’s business, the Company will make that accommodation.

The Company will not require a qualified employee to take leave if another reasonable accommodation can be provided.

The Company prohibits discrimination on the basis of pregnancy, childbirth or related medical conditions. The Company also will not interfere with any individual’s rights under the PWFA or take adverse action against a qualified applicant or employee because they request or use reasonable accommodations in accordance with this policy, report or oppose discrimination under the PWFA, or participate in a proceeding involving an alleged

violation of the PWFAs. Individuals who believe they have been subjected to, or believe that another individual has been subjected to, prohibited discrimination or retaliation should report it immediately to any Human Resources Representative or **Managing Director**.

### Bereavement Leave

Eligible employees may take up to five days of bereavement leave for the death of a spouse, domestic partner, child, parent, parent-in-law, sibling, grandparent, or grandchild. To be eligible for bereavement leave, employees must have been employed by the Company for at least 30 days immediately preceding the start of the leave. Bereavement leave days need not be taken consecutively, but bereavement leave must be completed within three months of the date of death of the family member. Bereavement leave is separate from and provided in addition to other legally protected leaves, including leave provided under the California Family Rights Act. Bereavement leave is unpaid, except that an employee may use vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee. An employee may use vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee.

If the Company requests documentation of the death of the family member, documentation must be provided within 30 days of the first day of the leave. Acceptable documentation includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. Such documentation will be maintained as confidential and will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

The Company will not refuse to hire or discharge, demote, fine, suspend, expel, or discriminate against an individual because the individual exercised the right to bereavement leave provided by this policy or gave information or testimony as to their own bereavement leave, or another person's bereavement leave, in an inquiry or proceeding related to rights guaranteed under California's bereavement leave law. Further, the Company will not interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right provided under California's bereavement leave law.

### Reproductive Loss Leave

Eligible employees may take up to five days of reproductive loss leave following a reproductive loss event. To be eligible for leave, employees must have been employed by the Company for at least 30 days immediately preceding the start of the leave. An employee who experiences more than one reproductive loss event within a 12-month period may take a total of 20 days of reproductive loss leave within a 12-month period.

For purposes of this policy, a reproductive loss event is defined as the following:

- Failed adoption, meaning the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party, where the employee would have been a parent of the adoptee if the adoption had been completed.

- Failed surrogacy, meaning the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate, where the employee would have been a parent of a child born as a result of the surrogacy.
- Miscarriage by the employee, the employee's current spouse or domestic partner, or another individual where the employee would have been a parent of a child born as a result of the pregnancy.
- Stillbirth resulting from the pregnancy of the employee, the employee's current spouse or domestic partner, or another individual where the employee would have been a parent of a child born as a result of the pregnancy.
- Unsuccessful assisted reproduction, which is defined as an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure for the employee, the employee's current spouse or domestic partner, or another individual where the employee would have been a parent of a child born as a result of the pregnancy.

Reproductive loss leave days need not be taken consecutively but generally must be completed within three months of the reproductive loss event. For a reproductive loss event that spans multiple days, the event is deemed to occur on the final day of the event. If an employee is on, or chooses to go on, a leave of absence under state or federal law (including California Family Rights Act leave or pregnancy disability leave), either prior to or immediately following a reproductive loss event, the employee must complete reproductive loss leave within three months of the end date of the other leave.

Reproductive loss leave is unpaid. An employee may use vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee.

The Company will maintain the confidentiality of any employee requesting reproductive loss leave. Any information provided to the Company regarding reproductive loss leave will be maintained as confidential and will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

The Company will not refuse to hire or discharge, demote, fine, suspend, expel, or discriminate against an individual because the individual exercised the right to reproductive loss leave provided by this policy or gave information or testimony as to their own reproductive loss leave, or another person's reproductive loss leave, in an inquiry or proceeding related to rights guaranteed under California's reproductive loss leave law. Further, the Company will not interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right provided under California's reproductive loss leave law.

### Workers' Compensation Disability Leave

The Company will grant a workers' compensation disability leave to employees with occupational illnesses or injuries in accordance with state law. As an alternative, the Company will try to reasonably accommodate such employees with modified work. Leave taken under the workers' compensation disability policy runs concurrently with Fed-FMLA

and CFRA. Please contact your supervisor and HR & EDI Manager as soon as you become aware of the need for a workers' compensation disability leave.

### 1. Notice And Certification Requirements

Employees must report all accidents, injuries and illnesses no matter how small to their immediate supervisor. In addition, employees must provide the Company with a certification from a healthcare provider if the employee misses work due to the injury and is ready to return to work.

### 2. Compensation During Leave

Workers' compensation disability leaves are without pay. However, employees may utilize accrued vacation during the leave. All such payments will be coordinated with any state disability, workers' compensation or other wage reimbursement benefits for which you may be eligible. At no time shall an employee receive a greater total payment than the employee's regular salary.

### 3. Benefits During Leave

If the employee taking workers' compensation disability leave is eligible under the federal or state family and medical leave laws, PCPA will maintain group health insurance coverage for up to a maximum of 12 workweeks if such insurance was provided before the leave was taken and on the same terms. This means that if you want your benefits coverage to continue during your leave, you must also continue to make any premium payments that you are now required to make for yourself or your dependents. If the employee fails to make their co-payments, PCPA will not continue to provide health insurance benefits and the employee will be eligible for insurance continuation rights under COBRA only. If ineligible under the federal and state family and medical leave laws, employees on workers' compensation disability leaves will receive continued coverage on the same basis as employees taking other leaves.

Employees on workers' compensation disability who do not receive continued paid coverage, or whose paid coverage ceases after 12 workweeks, may continue their group health insurance coverage through the Company in conjunction with COBRA guidelines by making monthly payments to the Company for the amount of the relevant premium. Employees should contact Accounting/Payroll Coordinator and HR & EDI Manager for further information.

### 4. Reinstatement

Upon the submission of a medical certification that the employee is able to return to work, the employee will be offered the same position held at the time of leaving, unless the job no longer exists or the job has been filled in order to avoid undermining the Company's ability to operate safely and efficiently, or the employee is not capable of performing the job responsibilities upon return. If the employee's former position is not available, a substantially similar position will be offered unless there is no substantially similar position available, or filling the available position would substantially undermine the Company's

ability to operate safely and efficiently, or the employee is not capable of performing the job responsibilities. If an employee returning from workers' compensation disability leave is unable to perform the essential functions of the job because of a physical or mental condition, the Company's obligations to that employee may be governed by the Americans With Disabilities Act.

### Leave to Attend Court Proceedings for Serious Crimes

PCPA prohibits discrimination against an employee who is a victim of certain serious criminal offenses and wishes to take time off to appear in court to be heard at any proceeding, including any delinquency proceeding, involving a post-arrest release decision, plea, sentencing, or post-conviction release decision or any proceeding in which a right of the victim is at issue.

A "victim" means any employee who suffers direct or threatened physical, psychological or financial harm as a result of the commission or attempted commission of a serious criminal offense. The term "victim" also includes the employee's spouse, registered domestic partner, parent, child, sibling or guardian.

Before employees may take time off under this policy, they must provide the Company with reasonable advance notice of their intention to take time off, unless the advance notice is not feasible. If an employee must take an unscheduled absence due to victimization from a serious criminal offense, the employee must provide the Company with a certification within a reasonable time. The types of certification to account for an unscheduled absence include: a police report indicating the employee was a victim of one of the specified serious criminal offenses; a court order protecting or separating the employee from the perpetrator of one or more of the specified offenses, or other evidence from the court or prosecuting attorney that the employee has appeared in court; or documentation from a medical professional, domestic violence counselor or advocate for victims of sexual assault, health care provider or counselor that the employee was undergoing treatment for physical or mental injuries resulting in victimization from one of the specific serious criminal offenses.

Confidentiality of the situation, including an employee's request for the time off, will be maintained to the greatest extent possible.

Employees may use accrued benefits, such as vacation time or sick leave, in order to receive compensation during the time taken off from work.

### Leave to Attend Judicial Proceedings Related to Certain Felonies

PCPA prohibits discrimination against an employee who wishes to take time off from work to attend judicial proceedings related to certain violent, serious or theft/embezzlement related felonies committed against the employee, the employee's immediate family member, the employee's registered domestic partner or a child of the employee's registered domestic partner.

"Immediate family member" is defined as an employee's spouse, child, stepchild, brother,

stepbrother, sister, stepsister, mother, stepmother, father or stepfather.

Before an employee may be absent from work to attend a judicial proceeding, the employee must give the employer a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee must provide within reasonable time documentation evidencing the judicial proceeding from (1) the court or government agency setting the hearing; (2) the district attorney or prosecuting attorney's office; or (3) the victim/witness office that is advocating on behalf of the victim.

Confidentiality of the situation, including an employee's request for the time off, will be maintained to the greatest extent possible.

Employees may use accrued benefits, such as vacation time or sick leave, in order to receive compensation during the time taken off from work.

### Leave For Victims Of Crime

PCPA will provide time off to any employee who is a victim, as that term is defined in this policy, so that the employee may obtain or attempt to obtain relief and to help ensure the health, safety or welfare of the employee or the employee's child. For purposes of this policy, "victim" includes a victim of stalking, domestic violence, or sexual assault; a victim of a crime that caused physical injury or that caused mental injury and a threat of physical injury; or a person whose immediate family member is deceased as the direct result of a crime.

"Relief" includes, but is not limited to, a temporary restraining order, restraining order or other injunctive relief. "Immediate family member" includes the employee's:

- Child, regardless of age (including a biological, adopted, step-, or foster child; legal ward; child of a domestic partner; child to whom the employee stands *in loco parentis*; or person to whom the employee stood *in loco parentis* when the person was a minor);
- Parent (including a biological, adoptive, step-, foster parent or legal guardian of the employee or the employee's spouse or domestic partner or a person who stood *in loco parentis* when the employee or employee's spouse or domestic partner was a minor child);
- Sibling (including a biological, foster, step-, half- or adoptive sibling);
- Spouse or registered domestic partner; or
- Any other individual whose close association with the employee is the equivalent of such family relationships.

Any employee against whom any crime has been committed will also be permitted time off to appear in court to comply with a subpoena or other court order as a witness in a judicial proceeding.

Employees should give the Company reasonable notice of the need for leave, unless advance notice is not feasible. When an unscheduled absence occurs, the Company may require the employee to provide written certification of the need for time off. Any of the following will be considered sufficient certification: a police report indicating the employee was a victim; a court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court; documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse; or any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for an authorized purpose.

Additionally, an employee who is a victim may take time off for any of the following reasons: (1) to seek medical attention for injuries caused by the crime or abuse; (2) to obtain services from a domestic violence shelter, program, rape crisis center or victim services organization or agency as a result of the crime or abuse; (3) to obtain psychological counseling or mental health services related to an experience of crime or abuse; and (4) to participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.

If the reason for the leave is also covered by the federal Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), the leave pursuant to this policy and FMLA/CFRA will run concurrently. Additionally, the length of leave under this policy is limited to that provided under the FMLA. For example, an employee is not entitled to time off due to reasons in this policy if they have already exhausted the maximum 12 weeks of leave under the FMLA.

Employees may use accrued paid time off, such as vacation time, in order to receive compensation during the leave of absence.

Employees may also be entitled to a reasonable accommodation under the Company's Accommodation for Victims of Domestic Violence, Sexual Assault or Stalking policy and to additional leave under the Company's Leave to Attend Judicial Proceedings Related to Certain Felonies policy and Leave to Attend Court Proceedings for Serious Crimes policy. Employees should consult those policies with direct supervisors and/or Human Resources for additional information. The Company will keep all information submitted in connection with an employee's request for leave confidential to the extent permissible by law. If the law requires disclosure of information, the Company will notify the employee before any information is released.

The Company will not discriminate or retaliate against any employee because of the employee's status as a victim of crime or abuse, if the employee provides the Company notice of such status, the Company has actual knowledge of such status, or the employee takes or requests leave in accordance with this policy.

Employees who have questions about this policy or who wish to request a leave of absence under this policy should contact their Human Resources representative **or Managing Director**.

## Family Military Leave

PCPA provides spouses or registered domestic partner of certain military personnel up to ten (10) days of unpaid leave during a qualified leave period. For purposes of this policy, a “qualified leave period” means the period during which the spouse is on leave from deployment during a period of military conflict.

An employee is eligible for leave under this policy if he/she/they:

- Is the spouse or registered domestic partner of a person who: 1) is a member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States, or 2) is a member of the National Guard or of the Reserves who has been deployed during a period of military conflict;
- Works for the Company for an average of 20 or more hours per week;
- Provides the Company with notice of his or her intention to take leave within two business days of receiving notice that their spouse or registered domestic partner will be on leave from deployment; and
- Submits written documentation to the Company certifying that the spouse or registered domestic partner will be on leave from deployment during the time the leave is requested.

Military conflict means either a period of war declared by the United States Congress, or a period of deployment for which a member of a reserve component is ordered to active duty either by the Governor or the President of the United States.

Leave taken under this policy will not affect an employee’s right to any other benefits, although an employee may elect to use accrued vacation during the time off.

The Company will not discriminate against, or tolerate discrimination against, any employee who requests and/or takes leave under this policy.

## Military Service

Both state and federal law provide employees with the right to take leave in order to serve in the military. At the federal level, military leave rights are governed by the Uniformed Services Employment and Reemployment Rights Act of 1994, commonly referred to as USERRA. This policy first discusses military leave under USERRA and then describes additional military leave rights provided under California law.

If an employee plans to request leave based on military service, they should contact **Human Resources** for information on any additional rights or requirements, if applicable, under state law.

### 1. Employee Eligibility – USERRA

Employees will be granted a leave of absence for service in the uniformed services according to USERRA and applicable state law. Leave is available to all employees who are eligible to take it and seek reinstatement under USERRA or applicable state law for the purpose of performing service in the uniformed services.



Employees are eligible under USERRA to seek reinstatement if they meet the following requirements:

- The employee provides proper notice (as discussed below);
- The cumulative total of the employee’s service periods does not exceed five years, except as otherwise permitted by USERRA (as discussed below);
- The employee seeks reinstatement within the time frames outlined by USERRA (as discussed below); and
- The employee is discharged from service in the uniformed services in a manner that does not disqualify the employee for USERRA’s protections (as discussed below).

## 2. Definitions – USERRA

For purposes of this policy, “uniformed services” means the Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, the commissioned officer corps of the National Oceanic and Atmospheric Administration, System members of the National Urban Search and Rescue Response System during a period of appointment into Federal service under section 327 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, intermittent personnel who are appointed into Federal Emergency Management Agency service under section 306(b)(1) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act or to train for such service, and any other category of persons designated by the President in time of war or national emergency.

For purposes of this policy, “service in the uniformed services” means voluntary or involuntary active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, State active duty for a period of 14 days or more, State active duty in response to a national emergency declared by the President under the National Emergencies Act (50 U.S.C. 1601 et seq.), State active duty in response to a major disaster declared by the President under section 401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170), a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty, a period for which a System member of the National Urban Search and Rescue Response System is absent from a position of employment due to an appointment into Federal service under section 327 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a period for which a person is absent from a position of employment due to an appointment into service in the Federal Emergency Management Agency as intermittent personnel under section 306(b)(1) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5149(b)(1)), and a period for which a person is absent from employment for the purpose of performing funeral honors duty as authorized by section 12503 of title 10 or section 115 of title 32.

## 3. Notice of Leave – USERRA

An employee must notify **their direct supervisor, Human Resources, and Payroll** of the need to take a leave as far in advance as feasible. The Company requests notice at least 30 days prior to the beginning of the leave, if possible. Verbal notice is sufficient, but the Company may request documentation from the employee. If giving notice is impossible or unreasonable for reasons not attributable to the employee, notice should be provided as soon as possible. Notice may not be required when precluded by military necessity, which is defined by the Department of Defense, the Administrator of FEMA for FEMA service, or the Secretary of Health and Human Services for intermittent disaster-response appointees of the National Disaster Medical System.

Employees are responsible for updating changes in contact information by sending such information to **Human Resources**

#### 4. Length of Leave – USERRA

An employee is entitled to leave for up to five years of service in the uniformed services, subject to certain exceptions that may require the Company to provide leave, but not count the service period towards the five-year limit. Employees who have questions about whether their service period counts toward the five-year limit, please contact **Human Resources and Payroll**.

#### 5. Nature of Discharge – USERRA

Reinstatement may be denied if an employee is released from service under conditions that would disqualify the employee for the protections provided for under USERRA (for example, a dishonorable discharge).

#### 6. Use of Accrued, Unused Paid Time Off During Leave – USERRA

Any employee on a military leave may use accrued, but unused, paid time off to compensate the employee during the leave. The employee is not required to use such paid time off during a military leave, but may choose to do so.

#### 7. Employee Responsibility to Seek Reinstatement – USERRA

The following rules apply to an employee who seeks reinstatement after completing a period of service in the uniformed services.

**For uniformed service that is Less than 31 Days or fitness for duty examinations:**

The employee must return to work at the beginning of the first regularly scheduled work period that starts on the first full day after release from service, following reasonable travel time home, plus an eight-hour rest period.

**For uniformed service that is more than 30 days, but less than 181 days:** An employee must seek reinstatement within 14 days of release from uniformed service if the employee's service was greater than 30 days but less than 181 days.

**For uniformed service that is more than 180 days:** An employee must seek reinstatement within 90 days of release from uniformed service if the employee's service was greater than 180 days.

**In case of Injury or illness:** If an employee is hospitalized, convalescing, or recovering from an injury or illness incurred or aggravated during uniformed service, the periods for seeking reinstatement may be extended for a period of up to two years, unless seeking reinstatement after expiration of that period is impossible or unreasonable due to no fault of the employee.

## 8. **Reinstatement Positions – USERRA**

An employee returning from leave who properly seeks reinstatement according to the requirements of USERRA and applicable state law will be entitled to be reinstated as follows:

**If uniformed service is 91 days or less:** The employee will be returned to the position they would have held if there had been continuous employment if the employee is qualified to perform the required duties of that position (“escalator position”). If the employee is not qualified to perform the required duties of the escalator position, the Company will make reasonable efforts to qualify the employee for that position. If the employee is not qualified for the escalator position after these reasonable qualification efforts are made, the employee will be reinstated to the position the employee held immediately prior to starting the leave.

**If uniformed service is greater than 90 days:** The employee will be returned to the escalator position. If the employee is not qualified to perform the required duties of the escalator position, the Company will make reasonable efforts to qualify the employee for that position. If the employee is not qualified for the escalator position after these reasonable efforts are made, the employee will be returned to the position they held immediately prior to taking a leave, or a position of like status, pay, and seniority.

**Employees with Disabilities:** An employee who has a disability that is incurred in, or aggravated during, uniformed service is entitled to receive reasonable accommodations in the performance of the escalator position. If the employee is not qualified for the escalator position even with the consideration of reasonable accommodations, the employee will be reemployed in a position of equivalent seniority, status and pay for which the employee could become qualified or is qualified after reasonable accommodation. If the employee cannot meet the qualifications of this second position even with the consideration of reasonable accommodations, the Company will reemploy the employee in a position that is the nearest approximation in terms of seniority, status, and pay to the second position, with reasonable accommodations.

Prompt reinstatement will vary depending on the amount of time the employee has been out on military leave. Prompt reinstatement may require a delay in employment of up to

two weeks following the date the employee seeks reinstatement. Only in unusual circumstances will this period exceed two weeks.

The Company may require an employee returning from military leave for a period of service that exceeds 30 days to provide documentation of the employee's right to reinstatement, which requires the employee to show they gave reasonable notice of the need for leave, the employee has not exceeded five years of non-exempt service, the employee sought reinstatement within the time frame required by USERRA, and the employee was discharged from service in the uniformed services in a manner that does not disqualify the employee for USERRA's protections.

An employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave period. Additionally, if an employee fails to seek reinstatement within the time frames discussed below, the Company will apply its normal work rules regarding absence from employment without notice or permission.

#### **9. Discharge Restrictions Following Reinstatement – USERRA**

Employees who are reinstated after uniformed service that lasts between 30-180 days will not be discharged except for cause for a period of six months following reinstatement. Employees who are reinstated after uniformed service that lasts more than 180 days will not be discharged except for cause for a period of one year following reinstatement.

For purposes of this section of the policy, "cause" means: (1) with respect to employee conduct, that it is reasonable to discharge the employee for the conduct in question, the employee had notice, which was express or can be fairly implied, and the conduct would constitute cause for discharge; and (2) with respect to other reasons for termination of employment, such as a position elimination or a layoff, that there are legitimate, nondiscriminatory reasons for the action.

#### **10. Health & Welfare Benefits While on Leave – USERRA**

Active military personnel and their dependents typically are covered by TRICARE, the military healthcare plan, if the deployment is longer than 30 days.

An employee on military leave who elected health care coverage under the Company's health care plan prior to the start of a leave will retain that coverage for the first 30 days of any military leave at the rates the employee paid immediately prior to the start of the leave. After 30 days of leave, the employee may elect to continue their health care coverage, including coverage for dependents, for up to 24 months, under USERRA. If this continuation coverage is elected, the employee will be required to pay the entire cost of such coverage, which may be up to 102% of the full premium amount for that coverage. Employees also may be entitled to coverage under COBRA for up to 18 months of a military leave. COBRA coverage runs concurrently with any continuation coverage under USERRA, and the employee is entitled to only one form of continuation coverage. The employee is responsible for all premium payments attributable to the employee; failure to pay such premiums will result in cancelation of coverage.

## 11. Prohibition Against Discrimination and Retaliation – USERRA

Any employee who believes they have been discriminated or retaliated against based on their past, present, or future participation in the uniformed services, request for military leave, complaint or participation in any investigation of a complaint of discrimination or retaliation based on a military leave request or service participation, or any other situation protected under USERRA should immediately provide a written or verbal report to their supervisor, any other member of management, to Human Resources, [or insert name/contact details for appropriate company representative or department] to report such incidents. After a report is received, a thorough and objective investigation will be undertaken, according to the Equal Employment Opportunity policy set forth in the Company's Handbook. The Company prohibits retaliation against employees who make such a complaint.

## 12. California Military Leave

In addition to the federal protections included in the Company's National Handbook, employees in California who serve in the military are entitled to the rights and protections set forth in the California Military and Veteran's Code. Employees who are members of the National Guard or United States Reserve will be granted a temporary leave of absence without pay while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises and special exercises or like activities. This leave is not to exceed 17 calendar days annually, including time involved in going to and returning from such duty. Collateral benefits will not be restricted or terminated because of an employee's temporary incapacity as a result of the employee's duty in the National Guard, Naval Militia, State Military Reserve or federal reserve components of the United States Armed Forces, if the employee is ordered to duty or training for 52 weeks or less. Similarly, employees who are members of the state Military Reserve will be granted a temporary leave of absence without pay while engaged in military duty for purposes of military training, drills, unit training assemblies or similar inactive duty training. This leave is not to exceed 15 calendar days annually, including time involved in going to and returning from that duty.

Employees who are members of California's National Guard or the National Guards of other states will be entitled to reinstatement upon return from a military leave for active service, so long as certain conditions are met. Employees returning from leave who were full-time employees will be restored to the same position or to a position of similar seniority, status and pay unless the Company's circumstances have so changed as to make it impossible or unreasonable to do so, and part-time employees will be restored to the same position or to a position of similar seniority, status and pay, if any exists, so long as:

- The employee is an officer or enlisted member of the National Guard of any state;
- The employee was called to active duty by the Governor of the state in which the employee serves in the National Guard or by the President of the United States;
- The employee received a certificate of satisfactory service in the National Guard;

- The employee is still qualified to perform the duties of the position;
- If the employee left a full-time position, they applied for reemployment within 40 days of being released from service; or, if the employee left part-time employment, they applied for reemployment within five days of being released from service; and
- The employee's position was not temporary.

For one year following reemployment, the Company will not discharge the employee without cause.

The Company will not discriminate against members of the military or naval services of California or the federal reserve component of the United States Armed Forces. If the proper authority calls upon an employee to perform military service or duty or attend a military encampment or place of drill or instruction, the Company will not hinder or prevent the employee from performing that service.

### School Activities

Employees are encouraged to participate in the school or childcare activities of their child(ren).

The absence is subject to all of the following conditions:

- Time off under this policy can only be used by parents, guardians, grandparents, stepparents, foster parents or a person who stands in loco parentis to one or more children of the age to attend kindergarten through grade 12 or a licensed child care provider;
- The amount of time off for school or child care activities described below cannot exceed a total of 40 hours each school year;
- Covered employees can use the time off to find, enroll or reenroll a child in a school or with a licensed child care provider or to participate in activities of the child's school or licensed child care provider. The time off for these purposes cannot exceed eight hours in any calendar month. Employees planning to take time off for these purposes must provide reasonable advance notice to their supervisor.
- Covered employees can also use time off to address a "child care provider or school emergency" if the employee gives notice to the employer as soon as practicable. A child care provider or school emergency means that the employee's child cannot remain in a school or with a child care provider due to one of the following:
  - o The school or child care provider has requested that the child be picked up, or has an attendance policy (excluding planned holidays) that prohibits the child from attending or requires the child to be picked up from the school or child care provider;
  - o Behavioral or discipline problems;
  - o Closure or unexpected unavailability of the school or child

- o care provider, excluding planned holidays; or
  - o A natural disaster, including, but not limited to, fire, earthquake or flood.
- Employees must provide their supervisor with documentation from the school or licensed child care provider verifying that they were engaged in these child related activities on the day and time of the absence;
  - If more than one parent is employed by PCPA, the first employee to request such leave will receive the time off. Another parent will receive the time off only if the leave is approved by his or her supervisor;
  - Employees must use existing vacation time or other accrued paid time off for leave in order to receive compensation for this time off; and
  - Employees who do not have paid time off available will take the time off without pay.

### School Discipline Leave

Employees who are the parent or custodial guardian of a child in kindergarten or grades one through 12 may take time off when required, in accordance with California law, to attend a portion of a school day in the classroom of their child or ward because that child has been suspended.

To be eligible for leave, the employee must provide advance notice that their appearance at the school has been requested. The Company may require employees to provide documentation, including a copy of the school's notice or some other certification stating that the employee's presence at the school is mandatory.

Employees wishing to take such leave may use their existing vacation time or other accrued paid time off.

School visits for other purposes may be covered under the Company's School or Day Care Activities Leave policy.

The Company will not discharge, threaten, demote, suspend or in any other manner discriminate against an employee because they take time off to appear at the school of their child or ward in accordance with this policy.

### Time Off For Bone Marrow Donation

Employees will be provided a leave of absence to undergo a medical procedure to donate bone marrow to another person. The combined length of bone marrow leave may not exceed five (5) business days in any one (1) year period. The one (1) year period is measured from the date the employee's leave begins and consists of 12 consecutive months. To qualify for this leave, the employee must submit verification by a physician detailing that there is a medical necessity for the donation, as well as the length of each

leave requested. Employees must use earned vacation concurrently with this time off. If an employee does not have enough earned vacation time to cover the leave, the remaining days of leave will be with pay by the Company. Use of this leave will not be counted against any available FMLA/CFRA time. This is also not considered a break in service for purposes of benefits or seniority.

While on leave for bone marrow donation, the Company will maintain all group health insurance on the same terms as if the employee had continued to work. This means that if you want your benefits coverage to continue during your leave, you must also continue to make any premium payments that you are now required to make for yourself or your dependents. If the employee fails to make their premium co-payments, the Company will not continue to provide health insurance benefits and the employee will be eligible for insurance continuation rights under COBRA.

In most circumstances, upon return from this leave, an employee will be reinstated to his/her original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if he/she did not take a leave. For example, if an employee on leave for bone marrow donation would have been laid off had he/she not taken a leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement.

### Time Off For Organ Donation

Employees will be provided a leave of absence to undergo a medical procedure to donate an organ to another person. The combined length of the leaves may not exceed thirty (30) business days in any one (1) year period. The one (1) year period is measured from the date the employee's leave begins and consists of 12 consecutive months. To qualify for this leave, the employee must submit verification by a physician detailing that there is a medical necessity for the donation, as well as the length of each leave requested. If the leave is for two weeks or less, employees must use all available vacation concurrently with this time off. If an employee does not have enough available accrued vacation, then any remaining days of leave will be with pay by the Company. If the leave is more than two weeks, employees must use their available vacation during the first two weeks, and the remaining days of leave will be with pay by the Company. Use of this leave will be not be counted against any available FMLA/CFRA time. This is also not considered a break in continuous service for purposes of benefits or seniority.

Effective January 1, 2020, organ donors in California are entitled to an additional 30 *business* days of **unpaid** leave. AB 1223 extends the maximum leave time available to employees who participate in an organ donation program.

The employee's leave shall not run concurrent to job-protected leave take pursuant to the Family and Medical Leave Act (FMLA) or the Moore-Brown-Roberti Family Rights Act (CFRA). The employee's leave of absence is not a break in the employee's continuous service for the purpose of seniority, paid time off, sick leave, vacation, or right to salary adjustment. However, the employer may require that the employee take up to two weeks of earned but unused sick leave, vacation, or paid time off.

AB 1223 adds subsection (b) to Labor Code 1510 mandating that an employer shall grant an additional 30 business days of unpaid leave to organ donors. The leave may be taken in one or more periods in a calendar year, starting with the date the employee's leave begins.



The employee must show verification of participating in an organ donor program and that there is medical necessity for donation of the organ.

While on leave for organ donation, the Company will maintain all group health insurance benefits on the same terms as if the employee had continued to work. This means that if you want your benefits coverage to continue during your leave, you must also continue to make any premium payments that you are now required to make for yourself or your dependents. If the employee fails to make their premium co-payments, the Company will not continue to provide health insurance benefits and the employee will be eligible for insurance continuation rights under COBRA.

In most circumstances, upon return from this leave, an employee will be reinstated to his/her original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if he/she did not take a leave. For example, if an employee on leave for organ donation would have been laid off had he/she not taken a leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement.

### Personal Leave

A personal leave of absence without pay may be granted at the discretion of PCPA. Requests for personal leave should be limited to unusual circumstances requiring an absence of longer than six weeks. Approved personal absences of shorter duration are not normally treated as leaves, but rather as excused absences without pay.

### Emergency Responder Leaver

If you are a registered volunteer firefighter, reserve peace officer, or emergency rescue personnel (including an officer, employee or member of a disaster medical response entity sponsored or requested by the state) who intends to perform emergency duty during work hours or to engage in fire, law enforcement or emergency rescue training, please alert your supervisor so the Company is aware of the fact that you may have to take time off to perform emergency duty. In the event any employee needs to take time off for this type of emergency duty, a supervisor must be notified before leaving work. All time off for these purposes is unpaid, except exempt employees will be paid when required under applicable law.

A "volunteer firefighter" includes any person registered as a volunteer member of a regularly organized fire department of a city, county, city and county or district having official recognition of the government of the city, county or district in which the department is located; or a regularly organized fire department of an unincorporated town.

"Emergency rescue personnel" includes any volunteer or paid officers, employees, or members of a fire department or fire protection or firefighting agency who perform first aid and medical services, rescue procedures and transportation or other related activities necessary to insure the health or safety of a person in immediate danger. Such personnel include those who work for the: (1) federal or state government; (2) city, county, city and county, district or other public or municipal corporation or political subdivision of this state; (3) sheriff's department, police department or private fire department; or (4) disaster medical response entity sponsored or requested by the state.

Employees are eligible to take temporary unpaid leaves of absence for fire, law

enforcement training, or emergency rescue training not to exceed 14 days per calendar year.

### Civil Air Patrol Leave

The Company will not terminate or discriminate against an employee who is a volunteer member of the Civil Air Patrol or prevent a member from performing service as part of the California Wing of the Civil Air Patrol during an emergency operational mission. Additionally, the Company will not retaliate against an employee for requesting or taking Civil Air Patrol leave in accordance with this policy.

The Company will provide eligible employees with up to 10 days per year of leave, but no more than three days at a time, unless the emergency is extended by the entity in charge of the operation and the Company approves the extension. To be eligible for leave, employees must have been employed by the Company for at least 90 days immediately preceding the start of the leave, and must be duly directed and authorized by a political entity that has the authority to authorize an emergency operational mission of the California Wing of the Civil Air Patrol.

Employees must request leave with as much notice as possible. The Company may require certification from the proper Civil Air Patrol authority to verify an employee's eligibility for leave. The Company may deny leave if the employee fails to provide the required certification.

Leave taken under this policy is unpaid except that exempt employees will be paid when required by applicable law. Employees will not be required to exhaust accrued vacation or sick leave or any other type of accrued leave prior to taking unpaid civil air patrol leave, but may choose to use such benefits during leave to receive pay.

Following leave, an employee must return to work as soon as practicable and must provide evidence of the satisfactory completion of Civil Air Patrol service. If the employee complies with these requirements, the employee will be restored to their prior position without loss of status, pay or other benefits.

### Jury and Witness Duty Leave

The Company encourages all employees to fulfill their civic responsibilities and to respond to jury service summonses or subpoenas, attend court for prospective jury service or serve as a juror or witness under court order. Under no circumstances will employees be terminated, coerced or penalized because they request or take leave in accordance with this policy.

Employees must notify their supervisor with notice of any jury summons or subpoena or court order within a reasonable time after receipt and before their appearance is required. Verification from the court clerk of having served or appeared may be required.

Time spent engaged in attending court for prospective jury service or for serving as a juror or witness is not compensable except that exempt employees will not incur any reduction in pay for partial week's absence due to jury or witness duty. Employees may use vacation, personal leave or compensatory time off that is otherwise available to the

employee for time spent responding to a summons and/or subpoena, for participating in the jury selection process or for serving on a jury or as a witness. Employees may retain any mileage allowance or other fees paid for the jury or witness duty.

Any employee on jury or witness duty is expected to report or return to work for the remainder of the work schedule when dismissed from jury or witness duty.

### Election Officer Leave

The Company will not terminate, suspend or otherwise discriminate against employees who miss work to serve as an election officer on Election Day.

Time off under this policy will be unpaid.

The Company asks that employees provide reasonable advance notice of the need for time off to serve as an election official, so that the time off can be scheduled to minimize disruption to normal work schedules.

Proof of having served as an election official may be required.

### Time Off to Vote

The Company encourages all employees to fulfill their civic responsibilities and to vote in official public elections. Most employees' schedules provide sufficient time to vote either before or after working hours.

Any employees who do not have sufficient time outside of working hours to vote in a statewide public election, while the polls are open, may take up to two hours off from work, without loss of pay. Any additional time off will be without pay. Employees must take the time off at the beginning or end of their regular work schedule, whichever allows the most free time for voting and the least amount of time off from work, unless mutually agreed otherwise.

Employees must provide at least two working days' notice of the need for leave when, on the third working day prior to the election day, the employee knows or has reason to believe they will need time off to vote on election day. Otherwise, employees must give reasonable notice of the need to have time off to vote.

## EMPLOYEE BENEFITS

### Benefit Eligibility

Only regular, full time employees who assigned to work a minimum of thirty (30) hours per week will be considered full-time employees. Only full-time employees are eligible for the benefits described in this handbook, with the exception of paid sick leave, unless

otherwise required by law or as otherwise provided in this handbook. Temporary employees who are hired for less than seven months are not eligible for employee benefits. If more than seven months, eligibility is effective immediately. PCPA retains the sole discretion to determine issues of eligibility or interpretation of the terms and provision of all company benefit programs.

PCPA reserves the right to cancel or change the benefits it offers to its employees.

PCPA-sponsored benefits are governed by the Plan Document of each plan in effect at that time. Should conflict exist between the Employee Handbook and the Plan Document, the Plan Document will prevail.

### California State Disability Insurance

California employees who are temporarily disabled by a non-work-related injury or illness (including disability due to pregnancy) may be eligible to receive benefits through the California State Disability Insurance (SDI) program. Employees may also be eligible for SDI if they return to work on a reduced basis while recovering from a disability, if they are transferred to a lower-paying job position due to their disability, or when they are receiving temporary workers' compensation at a rate less than the daily SDI benefit amount. To be eligible for SDI benefits, employees must have earned at least \$300 from which SDI deductions were withheld during their base period (generally, the 12 months prior to the quarter in which the claim is made).

SDI benefits are not paid during the first seven consecutive days of any period of disability. SDI benefits begin on the eighth consecutive day of a disability and may continue being paid up to a maximum of 52 weeks or the amount of wages earned in the employee's base period for calculating benefits, whichever is less. The weekly benefit amount is generally 60 to 70 percent of the employee's earnings (depending upon the employee's income), with benefits capped according to a state-imposed maximum weekly benefits amount.

Employees will generally not be eligible to receive SDI benefits if they are receiving workers' compensation, permanent disability, or unemployment. Employees cannot collect both SDI benefits and California Paid Family Leave (PFL) benefits concurrently. However, employees may use any accrued but unused vacation or sick leave prior to receiving SDI benefits.

The SDI benefits described in this policy are a state-provided partial wage replacement benefit, not a protected leave of absence. Employees are required to obtain approval for a leave of absence by contacting their supervisor or the Human Resources department and complying with applicable eligibility, notice, and certification requirements when required by Company policy or applicable law. When applicable, SDI benefits may be used concurrently with leave time available under the California Family Rights Act, the federal Family and Medical Leave Act, and any other applicable law.

Employees must file their claim for SDI benefits between 9 and 49 days after becoming disabled. Employees will also be required to provide certification of the disability from a health care provider. Employees may file a claim for SDI benefits with the California Employment Development Department through [SDI Online](#)

### Paid Family Leave

Employees may be eligible for up to eight weeks of state-provided paid family leave (PFL) insurance benefits when they take time off for one of the following purposes:

- To bond with a child during the first 12 months after the child's birth or after the placement of a child for adoption or foster care with the employee;
- To care for an immediate family member (spouse, registered domestic partner, child, parent, grandparent, grandchild, sibling and parent-in-law defined by the PFL law) who is seriously ill and requires care; or
- To participate in a qualifying exigency related to the covered active duty or call to covered active duty of the employee's spouse, domestic partner, child or parent in the U.S. Armed Forces.

The PFL benefits described in this policy are a state-provided partial wage replacement benefit, not a protected leave of absence. To obtain approval for a leave of absence for the reasons set forth above, employees must contact their supervisor and PCPA Human Resources and comply with applicable eligibility, notice, and certification requirements when required by state or federal law.

#### ***Amount and Duration of Benefits***

The weekly benefit amount is generally 60 or 70 percent of the employee's earnings (depending upon the employee's income), with benefits capped according to a state-imposed maximum weekly benefits amount. Employees may receive up to eight weeks of PFL benefits during a 12-month period, but may not receive more benefits than earned in wages during the base period for calculating benefits (generally, the 12 months prior to the quarter in which the claim is made).

When applicable, PFL benefits will run concurrently with leave time available under the California Family Rights Act and the federal Family and Medical Leave Act. Employees may use any accrued but unused sick leave prior to receiving PFL benefits.

## Insurance

PCPA provides group life, health and dental insurance to all regular full-time, employees, at 30 hours a week. Group life, health, and dental insurance are paid for the employee only. Any dependent or spouses you are considering to add will be at the employee's cost. All information concerning eligibility for this insurance coverage is available in the PCPA payroll office.

Waiting period: All PCPA insurance coverage is effective two calendar months after the date of hire. If an employee is hired prior to the first of the month, they must wait two calendar months to receive coverage.

Actors Equity Employees should check with the PCPA payroll office or with their union for health and pension benefits.

## 403 (b) Plan

Allan Hancock College Auxiliary Programs Corporation Non-ERISA 403(b) Plan  
Allan Hancock College Auxiliary Programs Corporation sponsors a 403(b) plan for its employees. All employees are eligible to make Pre-tax savings to this plan. The maximum Pre-tax amount is \$23,000.00 in 2024. An eligible employee who is age 50 or older can save an additional \$7,500 in 2024. These limits are indexed and may be increased by the IRS each year.

All employee contributions are 100% vested at all times. Distributions are available from this Plan at employee termination and "in-service" at age 59 1/2. Distributions, with the possible exception of the VALIC contracts, are available in cash within a reasonable time frame following the distribution event.

This Plan accepts Rollovers from other qualified plans.

The Summary Plan Description, given to you during your new employee meeting, contains details about this plan which are important. Please read and retain a copy of this document.

The investment "menu" for this Plan includes mutual funds approved for this Plan. Please see the Plan Administrator for details concerning your choices. You must select a fund or funds in which the plan will invest your contributions. You may also make changes in these investments.

It is very important for you to complete and keep current a Beneficiary form. Please see your administrator for additional information.

*You have been given a copy of the Plan's Summary Plan Description but may have another copy at any time. Nothing in this Handbook or in the Summary Plan Description supersedes the Plan Document itself. You may obtain a copy of the Plan Document by submitting a written request to the administration or human resources office.*

## Vacations

Starting on their first day of employment, full-time employees will accrue vacation benefits. The employee, upon completion of the initial three months of employment, may use accrued vacation leave. Full-time employees of PCPA hired prior to June 1, 2001 shall accrue 15 vacation days annually at the rate of 1.25 days worked per month. Full time employees of PCPA hired on or after June 1, 2001 shall earn 10 vacation days annually

at the rate of .83 days worked per pay period (12 pay periods) with maximum accrual of 10 days. Hourly employees accrue at the rate of 3.33 hours worked per pay period (24 pay periods) and shall earn 80 hours annual with maximum accrual of 80 hours. Actors Equity Employees should check with the PCPA payroll office or with their union for information on vacation leave.

Part-time employees do not accrue vacation benefits. Vacation may not be used before it is accrued unless otherwise approved by the PCPA Artistic Director or Managing Director. Vacation accrued but not taken during the year in which it is accrued may be carried over into a following year. Once an employee has accumulated the maximum of their accruable vacation (up to, but no more than, 15 days for employees hired prior to June 1, 2001 and up to, but no more than, 10 days for employees hired on or after June 1, 2001), the employee will no longer continue to accrue vacation until they have used some of their previously accrued vacation. Every attempt will be made to permit an employee to take accumulated vacation at the time requested. However, PCPA reserves the right to deny vacation at particular times if deemed injurious to the operation of PCPA.

Taking a leave of absence may impact accrual of vacation benefits. Only active employees may accrue vacation.

It is the employee's obligation to obtain approvals for vacation before making financial commitments pertaining to vacations. A completed Leave Request Form must be received in the business office, with all necessary authorization signatures, before a vacation is considered as approved. A Leave Request Form should include dates the employee is requesting to be unavailable for calls or emergency work not just for vacation benefit submission. The employee's request for a vacation shall be submitted and approved by the immediate supervisor and other appropriate parties as far in advance as possible, but not less than fourteen (14) days prior to the date of the start of the requested vacation.

Employees shall schedule vacations at times consistent with the needs of PCPA. If there is any conflict between employees as to when vacations will be taken, preference will be given in the order requests are received, beginning July 1st of each year. When a holiday falls during the scheduled vacation of an employee, the employee shall be granted regular pay for the holiday without deduction from credited vacation.

When an employee is terminated, the employee is entitled to payment for any unused vacation pay accrued, including allowed carried over (if any) up to and including the effective date of termination.

#### Holidays - (Regular full-time employees only)

PCPA provides paid holidays to active full-time employees on an annual basis. The paid holidays will be scheduled to correspond with the PCPA productions and Conservatory and business operations calendars. Only regular, full-time employees (not part-time or student employees) are eligible for Holiday pay. Each work group (Administration, Technical Faculty/Production and Acting Faculty/Stage Management/Wardrobe) all receive 9 holidays as scheduled throughout the year. (See addendum for current PCPA holiday schedule)

Full time PCPA employees receive a paid winter production break not to exceed ten total days, as determined by the PCPA production schedule. The Winter production break is a separate leave from holidays. Employees hired before 9/30 will receive pay for the full 10 days. In the first year of employment with PCPA, if hired after 9/30, the new employee will

receive pay for .84 days per week of employment from the first day of work to the first day of the winter production holiday.

If an employee is required to return to work before the end of the winter production break resulting in fewer days off relative to the rest of the company (for example – box office employees may be required to return to work prior to other company members to begin sales efforts for shows following the winter break), the employee is eligible to take the missed days at a later time to be mutually agreed upon with their immediate supervisor.

Regardless of the date of an employee's termination from PCPA, there will be no financial value, nor obligation to pay employees for the Holiday Benefit or any accrual of the Holiday Benefit at time of dissolution of employment.

## Other Benefits

PCPA pays into the following State and Federal programs on your behalf:

### 1. Worker's Compensation Insurance

PCPA carries worker's compensation insurance to provide benefits in the event you incur a work related injury or illness. Compensation insurance pays 100% of medical expenses if you are hurt on the job. Injuries not reported immediately to your supervisor cannot be guaranteed coverage by the compensation insurance. Report your injury to your supervisor no matter how slight the injury may appear.

The law requires that PCPA notify the workers' compensation insurance company of any concerns of false or fraudulent claims.

**Any person who makes or causes to be made any knowingly false or fraudulent material statement or material misrepresentation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony.**

A violation of this law is punishable by imprisonment for 1-5 years or by a fine not to exceed \$50,000.00 or double the value of the fraud, whichever is greater or both. Additional civil penalties may also be assessed.

**Acceptance of employment with a different employer that requires the performance of activities that you have stated that you cannot perform because of the injury for which you are receiving temporary disability benefits could constitute fraud and could result in criminal prosecution. If convicted, you could lose your rights to workers' compensation benefits and face imprisonment for up to five (5) years and a fine of up to fifty thousand dollars (\$50,000.00) or double the amount of the fraud, whichever is greater.**

### 2. State Unemployment Insurance

All workers are covered by unemployment insurance. PCPA pays the cost of unemployment insurance to provide you with a weekly income when you are out of work through no fault of your own. Claims may be filed with the local Employment Development Department.



### 3. Social Security (FICA)

PCPA will pay your social security account an amount equal to the FICA deducted from your paycheck. All employees are eligible for United States Social Security retirement benefits. You will need to review the SSA guidance to determine when you become eligible benefits.

### TERMINATIONS, LAYOFFS AND RECALLS

If an employee is terminated, quits, or is laid off and later reapplies and is accepted, they will be treated like a new employee and will have to again start their accrual of time, except as provided otherwise under applicable state and/or federal law. Final wages will be paid in accordance with California law.

To conform with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), if an employee was covered by the Company health plan, PCPA will make available, at the employee's request upon termination, continued insurance coverage at the employee's expense.

Layoffs and recalls will be made based on the needs of PCPA, the skill set of the employees involved and the affected employee's overall job performance, including their ability, attendance and production. If an employee is laid off they will not accrue benefits during the layoff period.

### SAFETY

Your safety is a major concern to PCPA. PCPA feels that a clean, safe, and healthy environment should be provided for all employees. Every reasonable precaution is taken to provide you with a safe place to work. Accident prevention, however, is largely an individual responsibility and employees are expected to do their part to work safely.

The following guidelines should be observed:

1. Study your job and the possible hazards. If you are uncertain as to the safest way of doing the job, ask your supervisor before you begin.
2. PCPA will supply safety equipment whenever it is needed. You must, at all times, wear required safety equipment and observe all posted rules and regulations.
3. If you become ill or are injured on the job, tell your supervisor at once. In order to receive prompt insurance coverage, an injury report must be filled out. If you think you need medical attention, inform the supervisor. The supervisor will have a list of available doctors and medical facilities in the area.
4. Report any defective equipment or possible hazardous condition to your supervisor
5. Feel free to make any safety suggestions.
6. Employees are also required to review PCPA's Injury and Illness Prevention Program (IIPP) and be familiar with its contents.

## HOUSEKEEPING

As a safety precaution, each employee is expected to keep their work area neat and orderly at all times. Easily accessible trash receptacles and recycling containers are located throughout the building. Employees should put all litter and recyclable materials in the appropriate receptacles and containers. Employees should report to their immediate supervisor anything that needs repair or replacement.

## STANDARDS OF CONDUCT

PCPA expects employees to observe a standard of conduct which will maintain an orderly, positive and productive workplace. Such a standard of conduct will benefit and protect both PCPA and all employees.

Behavior that violates this standard of conduct will subject employees to discipline up to and including termination of employment, in the discretion of the Company.

The listing of the following unlawful actions, improper actions and work standards rules does not in any way detract from or alter the right of PCPA or the employee to terminate the employment relationship at any time, with or without notice, with or without cause. PCPA also retains the right to demote, transfer, change job duties, and change compensation at any time with or without notice and with or without cause in its sole discretion.

The disciplinary action used to maintain the standards of conduct will be determined in light of the facts and circumstances of each individual case. Each incident will be considered in light of a variety of factors, including:

1. The seriousness of the incident and the circumstances;
2. The employee's past conduct;
3. The nature of any previous incidents; and,
4. The general practice as it relates to the incident.

Although not conclusive, the following list represents kinds of behavior that will be considered improper and unacceptable in the workplace, and may subject employees to the above mentioned discipline. Any references to "working time" means the period of time scheduled for the performance of job duties, not including meal and/or rest periods or other periods when employees are properly not engaged in performing their work tasks.

- Stealing private or Company property;
- Gambling on Company property;
- Willful destruction or defacement of private or Company property;
- Possession, sale, use or being under the influence of illicit drugs on Company property or during working hours. If an employee must use a prescription drug which may impact their ability to safely perform their work during working hours, written authorization from their doctor must be given to their supervisor;
- Violation of traffic or parking regulations while using Company vehicles. Also, failure to properly report any type of accident involving a Company vehicle;
- Committing a fraudulent act or a breach of trust under any circumstances;

- Violating the company's anti-harassment or equal employment opportunity policies;
- Falsification or misrepresentation of information on any Company form, i.e., time cards, application, Company and personnel records; Recording the work time of another employee or allowing any other employee to record your work time;
- Possession, use or being under the influence of alcohol on Company property during working hours;
- Violating anti-bullying policies that create a hostile work environment.
- Disrespectful, inappropriate, and/or unprofessional language and/or behavior that create an unwelcome, uncomfortable work environment as determined by the employer.
- Fighting on Company property;
- Immoral or indecent conduct on Company property;
- Sleeping during work time;
- Threats, intimidation including using obscene, abusive or threatening language to any Company employees or members of the public;
- Carrying or bringing a weapon or concealed weapon to work including: bringing any type of concealed weapon in a personal or Company vehicle used for Company business;
- Disorderly conduct such as practical jokes, horseplay, etc.;
- Making defamatory or false statements detrimental to the facility's operation or good standing in the community;
- Disregarding instruction of supervisor or proper authority;
- Failure to be courteous and polite at all times to other employees and customers this is not intended to in anyway limit an employee's ability to discuss issues regarding their wages, hours or working conditions;
- Failure to notify your supervisor by the ½ hour before your work shift that you will not be reporting to work;
- Leaving work area, job assignment or department during working time without proper authorization;
- Failure to observe work schedules including rest and lunch periods;
- Failure to observe safety rules and regulations such as failing to promptly report work-related injury or illness;
- Contributing to unsanitary conditions or poor housekeeping;
- Inefficiency, lack of productive effort or other unsatisfactory work performance;
- Unauthorized use of Company time, materials or equipment for personal activities during working time, employees are free to use their non-working time for their own activities;
- Unsuitable or improper attire for the work situation;

- Failure to report for work without any notification to your supervisor for even one (1) day. Failure to report to work for three (3) consecutive working days without proper authorization. Employees failing to provide this notice will be considered to have voluntarily terminated their employment;
- Excessive number of absences or tardies;
- Smoking in areas not designated for smoking. For purposes of this policy, smoking includes the use of electronic smoking devices, such as electronic cigarettes, cigars, pipes or hookahs, that create an aerosol or vapor.
- Company vehicles are only to be used for Company business, commuting to and from work and occasional local use. Any other personal use of a Company vehicle, including travel outside PCPA working area, is strictly prohibited.
- Off-duty employees are not to be in working areas within the employer's facility.
- Adding personal software to Company computers without prior written authorization is strictly prohibited.
- Making or accepting personal telephone calls, including cell phone calls, of more than 30 minutes in duration during working hours, except in cases of emergency or extreme circumstances;

This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and/or company operations also may be prohibited and will result in disciplinary action up to and including termination.

PCPA will not discipline employees for conduct that relates to employees' ability to communicate with others regarding the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or otherwise engage in concerted activity protected under federal, state or local law.

## **PROGRESSIVE INTERVENTION POLICY**

### **(a). Purpose**

PCPA's progressive intervention/discipline policy and procedures are designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable employee behavior and performance issues.

Outlined below are the steps of PCPA's progressive intervention/discipline policy and procedures. PCPA reserves the right to combine or skip steps depending on the facts of each situation and the nature of the offense. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling or training; the employee's work record; and the impact the conduct and performance issues have on the organization.

Nothing in this policy provides any contractual rights regarding employee discipline or counseling, nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between PCPA and its employees.

## **(b). Procedure**

### ***Step 1: Coaching and oral warning/conferencing***

Step 1 creates an opportunity for the immediate supervisor to bring attention to the existing performance, conduct or attendance issue. The supervisor should discuss with the employee the nature of the problem or the violation of company policies and procedures. The supervisor is expected to clearly describe expectations and steps the employee must take to improve their performance or resolve the problem in form of a conference memo. Human Resources can be invited to this meeting, but it is not required. The direct supervisor is required to have approval from Human Resources on advice on coaching and oral warning/conferencing before meeting with the employee.

Within five business days, the supervisor will prepare written documentation of the verbal counseling using the FRISK documentation tool (Facts, Rules, Impact, Knowledge). The employee will be asked to sign this document to demonstrate their understanding of the issues and the corrective action. PCPA Human Resources can provide training and guidance on the FRISK documentation. If Human Resources is not present in this meeting, the direct supervisor is expected to document the meeting and keep Human Resources aware.

### ***Step 2: Written warning and/or written reprimand***

The Step 2 written warning involves formal documentation of the performance, conduct or attendance issues and consequences.

During Step 2, the immediate supervisor will meet with the employee to review any additional incidents or information about the performance, conduct or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance or conduct expectations. HR can be invited to this meeting, but it is not required. The direct supervisor is required to notify HR for advisory.

A formal performance improvement plan (using the FRISK model) requiring the employee's immediate and sustained corrective action will be issued within five business days of a Step 2 meeting. The written warning may also include a statement indicating that the employee may be subject to additional discipline, up to and including termination, if immediate and sustained corrective action is not taken. The direct supervisor is required to have approval from Human Resources on the written warning before it is given to the employee.

### ***Step 3: Final Written Warning***

Step 3 is implemented to formally notify the employee of persistent performance, conduct, or unprofessional behavior issues following previous interventions. It serves to document the concerns and outline the consequences of continued unsatisfactory performance or conduct.

The employee is expected to acknowledge receipt of the Final Written Warning. Within the due date provided, the employee may provide a written response or explanation regarding

the concerns outlined in the Final Written Warning. This response will be included in the official personnel file alongside the documentation of the Final Written Warning. The direct supervisor is required to have approval from Human Resources on the final written warning before it is given to the employee.

#### ***Step 4: Short/Long Suspension or Demotion***

Some performance, conduct or safety incidents are so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor in conjunction with Human Resources may suspend the employee pending the results of an investigation.

Suspensions that are recommended as part of the normal sequence of the progressive discipline policy and procedures are subject to approval from a next-level manager and Human Resources.

Depending on the seriousness of the infraction, the employee may be suspended without pay in full-day increments consistent with federal, state and local wage and hour employment laws. Nonexempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. In compliance with the Fair Labor Standards Act (FLSA), unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. HR will provide guidance to ensure that the discipline is administered without jeopardizing the FLSA exemption status. Pay may be restored to the employee if an investigation of the incident or infraction absolves the employee of wrongdoing.

PCPA reserves the right to determine the appropriate level of discipline for any performance or conduct issues, including steps mentioned in this policy, demotion, and discharge.

#### ***Step 5: Recommendation for Termination (discharge) of Employment***

The last and most serious step in the progressive intervention/discipline process is a recommendation to terminate employment. Generally, PCPA will try to exercise the progressive nature of this policy by first providing warnings, issuing a final written warning or suspending the employee from the workplace before proceeding to a recommendation to terminate employment. However, PCPA reserves the right to combine and skip steps depending on the circumstances of each situation and the nature of the offense.

Furthermore, employees may be terminated without prior notice or disciplinary action. Management's recommendation to terminate employment must be approved by Human Resources. Final approval may be required from the Managing Director.

#### **Appeals Process-Responding**

Employees will have the opportunity to present information to dispute information management has used to issue disciplinary action. The purpose of this process is to provide insight into extenuating circumstances that may have contributed to the employee's performance or conduct issues while allowing for an equitable solution.

If the employee does not present this information during any of the step meetings, the employee will have five business days after each of those meetings to present such information. The employee has an opportunity to respond to any notice of performance management concerns with a deadline disclosed to the employee.

### **Performance and Conduct Issues Not Subject to Progressive Discipline**

Behavior that is illegal is not subject to progressive discipline and may result in immediate termination. Such behavior may be reported to local law enforcement authorities.

Similarly, theft, substance abuse, intoxication, fighting and other acts of violence at work are also not subject to progressive discipline and may be grounds for immediate termination.

### **Documentation**

The employee will be provided copies of all progressive discipline/intervention documentation, including all FRISKS. The employee will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents.

Copies of these documents will be placed in the employee's official personnel file.

### **SMOKE-FREE WORKPLACE**

In the interest of employee health and the general welfare of students and the public, smoking is strictly prohibited in any indoor AHC facility or in any vehicle owned, operated, leased, or chartered by the AHC District, except as may be required in theatrical rehearsals and performances. Smoking is not permitted within 20 feet of any AHC district building or leased facility and is permitted only in designated areas. The AHC Facilities Advisory Committee will be responsible for recommending the location of the designated smoking areas.

For purposes of this policy, smoking includes the use of electronic smoking devices, such as electronic cigarettes, cigars, pipes or hookahs, that create an aerosol or vapor. Employees that observe other individuals smoking in the workplace have a right to object and should report the violation to their supervisor or to another member of management. Employees will not be disciplined or retaliated against for reporting smoking that violates this policy.

Employees that violate this policy or who tamper with No Smoking signs may be subject to disciplinary action up to and including termination.

### **ELECTRONIC COMMUNICATIONS USAGE**

Electronic mail and other electronic communications are considered an integral part of the corporate working environment. The following types of electronic communications are the property of PCPA:

- Telephones, cellular phones & voicemail facilities
- E-mail/instant messaging accounts
- Fax machines, modems, and servers
- Company-supplied computers
- Network tools such as internet access

This policy applies to (a) all electronic resources owned or leased by PCPA, and (b) all activities using any Company-paid accounts, subscriptions, or other technical services, such as Internet access, cell phone service, voice mail service, and e-mail/instant messaging (collectively “electronic communication systems”). This policy applies whether or not the activities are conducted from Company premises.

All messages composed, or information sent or received through the electronic communication systems are and remain the property of PCPA. They are NOT the private property of any employee, and should not be considered private. PCPA reserves and intends to exercise the right to review, audit, intercept, access, print, read and disclose all messages created, received or sent over the electronic communication systems for any purpose. Please note that even when a message is deleted, it is still possible to recreate the message; therefore, ultimate privacy of messages cannot be guaranteed to anyone.

Employees are not to use a password, access a file, or retrieve any stored communication without authorization. Passwords must be made known to PCPA as your system may need to be accessed by PCPA when you are absent. The reliability of passwords for maintaining confidentiality cannot be guaranteed. You must assume that any and all messages may be read by someone other than the intended or designated recipient.

Employees are prohibited from disclosing their voice or E-mail access password(s), or those of any other employee, to anyone who is not an employee of the PCPA. Disclosure of passwords to other employees only should occur when required by an urgent business matter as directed by management. In such cases, passwords should be changed as soon as possible after the urgent business matter has been resolved. Passwords never should be given out over the phone, included in voice or E-mail/instant message, messages posted, or kept within public view.

The electronic communications system is NOT intended to be used for personal business. Employees accessing the Internet, PCPA’s Intranet or World Wide Web represents PCPA when doing so. Accordingly, all such communications should be for professional, business reasons. Each employee is responsible for ensuring that he or she uses his or her Internet access privilege in an effective, responsible, ethical and lawful manner. Employees should not use PCPA’s electronic communication systems to access social media including, but not limited to, MySpace, Facebook, X, Instagram, Tik Tok, or YouTube.

The electronic communication systems shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or other confidential materials without prior authorization. PCPA purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, PCPA does not have the right to reproduce such software for use on more than one computer. Employees may only use software on local area networks or on multiple machines according to the software license agreement. PCPA prohibits the illegal duplication of software and its related documentation.



All electronic communications shall comply with the Equal Employment Opportunity and Discrimination Policy, Policy Against Harassment, and the Solicitation/Distribution Policy. In no circumstance are the electronic communication systems to be used to create any offensive messages. Offensive message would include the condoning or encouragement of harassment, lewd, illicit or illegal activities any messages which contain sexual implications, racial slurs, gender specific comments, or any other comment that offensively addresses someone's protected characteristics including, but not limited to, age, sexual orientation, religious or political beliefs, national origin or disability. The electronic communication systems may not be used to solicit for commercial ventures, religious or political causes. Employees learning of any misuse of the voicemail/e-mail/instant messaging system or violations of this policy shall notify **HR & EDI Manager or Managing Director**.

Due to concerns regarding the potential for invasion of privacy, sexual or other harassment, and protection of proprietary or confidential information, employees may not use any audio or video recording devices while on working time. Employees also may not use any audio or video recordings in work areas that PCPA has identified as confidential, secure or private, unless the employee is engaged in protected activity related to improving the terms and conditions of his/her employment, such as documenting health and safety issues.

Employees may access only messages, files or programs, whether computerized or not, that they have permission to enter. Exceeding authorized access to confidential information and unauthorized review, duplication, dissemination, removal, damage or alteration of files, passwords, computer systems, data bases or programs, voicemail messages or other property of PCPA, or improper use of information obtained by unauthorized means, will be grounds for disciplinary action, up to and including termination and may result in criminal prosecution under state and federal law, including the Computer Fraud and Abuse Act.

All electronic communication systems are to be used in a commercially reasonable fashion. No Company-wide e-mails, instant messaging, voice messages, or faxes are to be initiated unless a business necessity exists.

Violation of the electronic communications policy will result in disciplinary action, up to and including immediate termination, and may result in criminal prosecution under state and federal law.

PCPA will not construe or apply this Policy in a manner that improperly interferes with employees' legally protected discussions regarding wages, hours, or working conditions.

## **SOCIAL MEDIA POLICY**

PCPA maintains social media pages, such as on Facebook and IG, to foster communication between PCPA and the public.

This policy addresses use of social media for communications related to PCPA. This includes PCPA's use of social media as an entity, employees' authorized business use of social media, employees' non-business use of social media on PCPA equipment, and employees' voluntary use of PCPA's social media pages. Nothing in this policy is intended to limit or does limit free speech rights.

Business use of social media refers to: (1) an employee's communication through social media on behalf of PCPA as an entity, where the employee is designated to perform this function by management; or (2) an employee's use of social media for research or to otherwise perform job duties, when appropriate based on the employee's job duties and as directed or approved in writing by management.

Social media refers to public, interactive Internet platforms, applications, or networks on which users share information, dialogue, ideas, data, experiences, opinions, research, and/or other content. Examples include, but are not limited to: Facebook, LinkedIn, YouTube, X, Pinterest, Instagram, Tik Tok, MySpace, Snapchat, Wikipedia, and blogs.

Only employees designated in writing by the Marketing Director, or as to recruiting those employees designated in writing by the Managing Director, are permitted to communicate through social media on behalf of PCPA as an entity. These designated employees must ensure such communications conform to PCPA's position on any particular issue.

Employees' business use of social media must be within the authorized scope of permission, professional, and in compliance with all PCPA rules and federal, state, and local laws. Non-exempt employees may not access PCPA e-mail, the Internet, or make social media postings for PCPA purposes during non-working time unless specifically authorized by the employee's supervisor.

If a member of the news media or blogger contacts an employee to comment on a social media posting on behalf of PCPA, the employee should refer that person to the Marketing Director.

Employees may use social media for non-PCPA purposes during non-working time only. Under no circumstances may non-PCPA social media posting interfere with an employee's job duties.

PCPA reserves the right to monitor or review public social media pages or websites to determine compliance with this policy in accordance with federal, state, and local laws. Employees do not have a personal privacy right in any matter created, received, sent, or stored in PCPA's computer systems or equipment.

Common sense is the best guide if an employee decides to post information in any way relating to PCPA. If an employee is unsure about any particular posting, the employee should contact the Marketing Director or Managing Director for guidance.

Social media postings should not disclose any information that is confidential, or that is proprietary to any third party that has disclosed information to PCPA. Social media postings should respect copyright, privacy, fair use, financial disclosure, and other applicable laws.

Because employees are legally responsible for their postings, employees may be subject to liability if their posts are found defamatory, harassing, or in violation of any other applicable law. Employees may also be liable if employees make postings which include confidential or copyrighted information (music, videos, text, etc.) belonging to third parties. All of the above-mentioned postings are prohibited under this policy.

Nothing in this policy shall prohibit employees from engaging in protected, concerted activity while on social media during non-working time whether or not they are doing so on PCPA equipment. Such as the right to address work-related issues and share information about pay, benefits, and working conditions. Other activity may not be protected if you say things about your employer that are egregiously offensive or knowingly and deliberately false.

All postings and other content on PCPA's social media pages are public, and subject to the California Public Records Act and discovery laws.

The Director of Marketing, with support from the Social & Multimedia Manager, is responsible for communicating and managing PCPA's social media presence. In collaboration with the Casting, Conservatory Directors, Production Management, and HR departments, the necessary content for recruitment efforts will be provided to the Director of Marketing and Social & Multimedia Manager. The Marketing team will create and post content to the appropriate social media channels as agreed upon.

All official PCPA social media communications by PCPA as an entity must be clearly identified as originating from PCPA.

Supervisors, team, unit, section, or group managers to whom the authority to direct and approve has been delegated in writing are responsible for directing and approving in writing their respective employees' appropriate business use of social media based on job duties.

PCPA employees are responsible for following the directives contained in this policy. Employees who violate this policy are subject to disciplinary action, up to and including termination.

## **WORKPLACE VIOLENCE**

The safety and security of employees is of vital importance to the Company. Therefore, the Company has adopted a zero-tolerance policy concerning work-related violence. Threats or acts of violence—including intimidation, bullying, physical or mental abuse and/or coercion—will not be tolerated.

It is our goal to have a work environment free from acts or threats of violence and to respond effectively in the event that such acts or threats of violence do occur.

Workplace violence is defined as any express or implied verbal or physical threat of harm, or actual harm, directed at individuals or property at any PCPA facility or business location that is sufficiently severe, abusive or intimidating to cause an individual to reasonably fear for their own personal safety or the safety of their family, friends and/or property such that employment conditions are altered or a hostile, abusive or intimidating work environment is created for one or more employees. The particular circumstances will determine whether a statement or conduct which may otherwise be isolated, ambiguous or conditional, constitutes behavior covered by this policy, since such statements or conduct may have the same intended or unintended effect. Examples of workplace violence threats or conduct include, but are not limited, to the following:

- Any statement or suggestion of a desire to see injury or violence inflicted on another employee.
- Any statement or conduct which indicates an intent or plan to cause injury to another or damage to property.
- Any intentional action causing injury to another person or damage to property
- A course of conduct or speech which, reasonably viewed, creates an environment where others feel threatened by potential violence.

This could include belligerent or harassing behavior, excessive arguing, epithets, intimidation, or the presence of weapons in the workforce. The mention or use of firearms or other weapons is not a necessary predicate for coverage under this policy. However, (and except as otherwise addressed in PCPA's Theatrical Firearms Policy) if a firearm is brought onto the PCPA premises, that in itself, unless otherwise prohibited by law, will constitute an incident of workplace violence. Incidents of workplace violence may be considered gross misconduct. Any employee engaged in an act of workplace violence may be disciplined, up to and including immediate termination of employment.

If you receive or overhear any threatening communications from an employee or outside third party, report it to your supervisor and/or to Human Resources Manager at once. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee or visitor to our premises, contact an emergency agency (such as 911) immediately.

All reports of work-related threats will be kept confidential to the extent possible, investigated and documented. It is every employee's responsibility to assist in establishing and maintaining a violence-free work environment. Therefore, you are expected and encouraged to report any incident which may be threatening to you or your co-workers or any event which you reasonably believe is threatening or violent. Your failure to report or fully cooperate in the corporation's investigation could result in discipline.

Violations of this policy will not be permitted and may result in disciplinary action up to and including termination.

### ANTI-BULLYING POLICY

The Company does not tolerate bullying behavior, as explained in this policy.

Work-related bullying is the use of force, threats or coercion to abuse, intimidate, or humiliate another employee. Workplace bullying includes, but is not limited to, the following:

- Verbal abuse, such as the use of patently offensive, demeaning, or humiliating remarks and epithets;
- Verbal or physical conduct that is threatening or obscene;
- Pushing, shoving, kicking, poking, tripping, assaulting, or threatening physical assault, or intentionally damaging a person's work area or property; or
- Sabotage, or deliberately subverting, obstructing or disrupting another person's

work performance.

Cyberbullying is also prohibited. Cyberbullying refers to bullying, as defined above that occurs through the use of a computer, cell phone, smartphone, tablet or other device that transmits electronic information, regardless of whether the device is owned by or located at the Company or connected to the Company network.

This policy in no way prohibits employees from engaging in activities that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of employees to speak with others, engage in vigorous and impassioned debate or discussion and protest about terms and conditions of their employment.

### **Reporting and Response**

Employees who are subject to, or witness, bullying in our work environment are encouraged to notify their supervisor, another member of management, and PCPA Human Resources immediately. The Company will promptly investigate the complaint. The Company will maintain confidentiality to the extent possible, consistent with its commitment to investigating the complaint promptly and thoroughly.

If the complaint is verified, the Company will take appropriate remedial and disciplinary action, which may include, but is not limited to, verbal or written warnings, suspension, termination of employment, counseling or other actions. The Company will also report to law enforcement, if appropriate. The complaining party will be advised of the results of the investigation.

### **Anti-Retaliation**

The Company strictly prohibits retaliation against an employee for making a good-faith claim of bullying or for participating in good faith in an investigation of bullying.

## CONFLICT OF INTEREST

PCPA demands all employees maintain the highest level of integrity and objectivity in performing their job duties. Employees are expected to conduct their business dealings with suppliers, vendors and customers in a manner that will avoid any conflict of interest, or appearance of a conflict of interest between the employee's interests and the interest of PCPA. Any solicitation of, or requirement of, gratuities or gifts from suppliers, vendors, co-workers or from any other third party is strictly prohibited.

It is essential for the protection of both the employee and PCPA to avoid any situations which might constitute a conflict of interest, such as employment by or financial interest in the business of a competitor, supplier, or customer of PCPA. Personal or romantic involvement with a competitor, supplier or subordinate employee of PCPA, that impairs an employee's ability to exercise good judgment on the company's behalf can create an actual conflict of interest. Supervisor-subordinate romantic or personal relationships also can lead to supervisory problems, possible claims of sexual harassment and morale problems.

Therefore, PCPA has adopted the following guidelines:

A. As a condition of employment, no employee or any member of employee's immediate family, without prior written consent of the Managing or Artistic Director, may have any financial interest in any of the following:

1. A business supplying PCPA;
2. A customer of PCPA; or
3. A competitor of PCPA.

B. PCPA will not rent, lease or buy other property for its operations from an employee or an employee's relative without the prior written consent of the Managing Director.

C. An employee may not do business with a relative on behalf of PCPA without prior written consent of the Managing or Artistic Director.

D. An employee may not give or accept a gift, loan or unreasonable favors from a person having business relations with PCPA. This does not prohibit small gifts or casual entertainment which are ethically proper. If a person offers an employee a gift or unreasonable favor, the employee has a duty to immediately report the incident to the Managing or Artistic Director. Any employee who is involved in a conflict of interest or breach of confidentiality will be subject to disciplinary action up to and including termination.

## CONFIDENTIAL FILES AND INFORMATION

Careful custody and handling of PCPA documents or materials containing confidential and proprietary information are of critical importance to the operations of PCPA. Each employee is responsible for safeguarding against the theft, loss, unauthorized use or disclosure of this information. Therefore, if in the course of your work you have access to such material, you must take whatever steps are necessary to assure that it is handled, stored, transmitted or destroyed in a manner which will preclude loss or misuse. Such material may not be copied without the express consent of the originator. As more fully set forth in the Electronic Communications Usage policy, exceeding authorized access to

Company confidential information, computer systems and data bases may be grounds for disciplinary action, up to and including termination.

Some common confidential matters are:

- Employee information, including information from personnel files and health/medical records.
- Company expenses and financial data.
- Marketing and sales data and plans.
- New service developments.
- Company clients and donors.
- Anything marked “Confidential”, “Company Private”, “Secret”, “Personal”, etc. Such private and confidential information should be given only to those persons in PCPA who have a need and authority to know in order to function in their jobs. For everyone else, inside or outside PCPA, confidential means confidential. Business methods and plans
- Design Documents
- Pricing strategies, including proposals.

All actual or perceived requests, through all means of communication, including in-person, telephone, email, text messages, etc., for confidential and/or proprietary information should be routed or reported immediately to the Department Manager.

Confidential Information does not include information lawfully acquired by non-management employees about wages, hours, benefits, or other terms and conditions of employment, if used by them for purposes protected by Section 7 of the National Labor Relations Act such as: communicating with others; self-organizing; joining, forming or assisting labor organizations; bargaining collectively through representatives of the employees’ choosing; engaging in other concerted activity for collective bargaining or other mutual aid or protection; refraining from engaging in such activities; or any other conduct protected by Section 7 of the National Labor Relations Act.

Confidential Information also does not include conduct that was, or that an employee reasonable believes to be, illegal; conduct that is recognized as against a clear mandate of public policy; or the existence of a non-confidential settlement involving any such conduct. Nothing in this Employee Handbook prohibits an employee from communicating with any governmental authority or making a report in good faith and with a reasonable belief of any violations of law or regulation to a governmental authority, or disclosing Confidential Information which the employee acquired through lawful means in the course of employment to a governmental authority in connection with any communication or report, or from filing, testifying or participating in a legal proceeding relating to any violations, including making other disclosures protected or required by any whistleblower law or regulation to the Securities and Exchange Commission, the Department of Labor, or any other appropriate government authority.

Further, employees are hereby notified that under the 2016 Defend Trade Secrets Act (DTSA): (1) no individual will be held criminally or civilly liable under Federal or State trade secret law for the disclosure of a trade secret (as defined in the Economic Espionage Act) that: (A) is made **in confidence** to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and made **solely for the purpose of** reporting or

investigating a suspected violation of law; or, (B) is made in a complaint or other document filed in a lawsuit or other proceeding, **if such filing is made under seal** so that it is not made public; and, (2) an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court or arbitration proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by order in that proceeding.

Employees are not to use their cell or video phones to take unauthorized photographs or videos of proprietary, trade secret or confidential information of PCPA. Unauthorized disclosure of any information shall result in discipline up to and including termination.

### OUTSIDE WORK

All job performance standards must be met at PCPA regardless of any other outside employment. Failure to perform job requirements satisfactorily; communicate and collaborate effectively; unauthorized use of company equipment, tools or other property; performance of services normally provided by the Company; or conducting outside business during working time is prohibited. PCPA reserves the right to ask the employee to terminate the outside employment for various performance-related reasons when such outside employment interferes with work or creates a conflict of interest. PCPA shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Disciplinary procedures to address performance problems resulting from the outside employment may be enacted. Refusal of a company request to terminate conflicting outside employment may subject the employee to discipline up to and including termination of employment with PCPA.

Employees are required to notify PCPA of outside employment.

### COMMUNICATIONS WITH YOUR SUPERVISOR

PCPA believes that the success and strength of any company and the progress and well-being of its individual employees depend in a large measure upon an open and responsive system of communication fostering an effective and mutually beneficial exchange of ideas.

In your supervisor's day-to-day contact with you, they will attempt to keep you informed on PCPA matters relevant to your work and also bring to the attention of management those problems and areas of concern and interest which may affect, directly or indirectly, the relationship between you and PCPA. Therefore, in order to maintain a meaningful dialogue, the communications between you, your supervisor, and PCPA must be candid and free-flowing, responsive to mutual concerns and sensitive to both personal and PCPA goals and objectives. Your cooperation in making this a success is crucial.

### SOLICITATION/DISTRIBUTION

The non-solicitation, non-distribution policy is intended to protect the interests of both PCPA and its employees.

No employee shall solicit or promote support for any cause or organization during their working time or during the working time of the employee or employees at whom such activity is directed.



No employee shall distribute or circulate any written or printed material in work areas at any time, or during their working time or during the working time of the employee or employees at whom such activity is directed.

Working time means the period of time scheduled for the performance of job duties, not including mealtimes, break times or other periods when employees are properly not engaged in performing their work tasks.

PCPA will not discriminatorily enforce this rule. Specifically, this rule prohibits solicitation and distribution, at the times and places set forth above, for birthdays, retirements, private parties and/or other non-work-related activities.

Violations of the non-solicitation/distribution policy should be reported at once to your supervisor.

Persons who are not employees of PCPA may not solicit or distribute any kind of literature for any purpose on PCPA's premises, including building interiors, parking lots, driveways or any other Company property. PCPA may approve limited exceptions to this policy for charitable activities. This policy does not apply to Company-sponsored activities that are directly related to our employee benefits programs.

#### **POLICY REGARDING PROPERTY, PRIVACY AND SEARCHES**

Desks, storage areas, work areas, lockers, file cabinets, credenzas, computer systems, office telephones, modems, facsimile machines, duplicating machines and PCPA vehicles are PCPA's property and must be maintained according to this policy. All such areas and items must be kept clean and are to be used only for work purposes, except as provided in this policy. PCPA reserves the right, at all times, and without prior notice, to inspect and search any and all PCPA property for the purpose of determining whether this policy or any other PCPA policy has been violated, or whether such inspection and investigation is necessary for purposes of promoting safety in the workplace or compliance with state and federal laws. Such inspections may be conducted during or after business hours and in the presence or absence of the employee.

PCPA's computer systems and other technical resources, including any voice mail or E-mail systems, are provided for use in the pursuit of PCPA's business and are to be reviewed, monitored and used only in that pursuit, except as provided in this policy. As a result, computer data, voice mail and E-mail are readily available to numerous persons. If, during the course of your employment, you perform or transmit work on PCPA's computer systems or other technical resources, your work may be subject to the investigation, search and review of others in accordance with the Electronic Communications Usage policy.

PCPA recognizes that employees may occasionally find it necessary to use PCPA's telephones for personal business. Such calls must be kept to a minimum and must be made only during break or meal periods. All personal, long distance telephone calls must be reported to PCPA in a timely manner and charged to the employee who made the call.

Employees of PCPA are otherwise permitted to use PCPA's equipment for occasional, non-PCPA purposes with permission from their direct supervisors. Nevertheless, the employee has no right of privacy as to any information or file maintained in or on PCPA's property or transmitted or stored through PCPA's computer systems, voice mail, E-mail or other technical resources (see Electronic Communications Usage policy). All bills and

other documentation related to the use of PCPA equipment or property are the property of PCPA and may be reviewed and used for purposes that PCPA considers appropriate.

PCPA may install Global Positioning Systems (GPS) in PCPA provided cell phones and in certain PCPA vehicles. If a Company provided cell phone or vehicle has a GPS installed, the employee or employees using the cell phone or driving the vehicle will be notified of this fact. All employees using such cell phones or operating such vehicles will be required to sign an acknowledgement indicating they are aware the GPS system is in place in PCPA cell phone or vehicle. For security reasons, employees should not leave personal belongings of value in the workplace. Terminated employees should remove any personal items at the time they leave the company. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

### **EXPENSE REIMBURSEMENT**

Reimbursement to employees for expenses incurred while performing PCPA business must be authorized in advance by the employee's immediate supervisor. All PCPA staff expense reimbursements are subject to final approval by the PCPA Managing Director. An original receipt with a description of the item purchased and a date of purchase must accompany every request for reimbursement claimed. Requests for reimbursement must be turned in within 30 days of purchase.

### **RECYCLING**

PCPA actively recycles as many materials as possible. Employees are asked to cooperate in this endeavor by using the designated recycling bins provided.

### **RETURN OF PROPERTY**

Any PCPA or college property issued to an employee, such as keys, tools, or office equipment, must be returned to PCPA upon termination of employment whether by dismissal or resignation, or whenever it is requested by the PCPA Managing Director or PCPA Artistic Director. The employee is responsible to pay for any items that are lost or damaged due to employee's willful misconduct or gross negligence. PCPA will maintain a log of all property loaned out or issued to PCPA employees.

Property theft of any type will not be tolerated. PCPA will consider property theft to be the unauthorized use of PCPA services or facilities or the taking of any PCPA property for personal use. Theft of any kind will be grounds for immediate dismissal and may subject the transgressor to legal and criminal proceedings.

### **COMPANY TICKET PRIVILEGES**

PCPA employees may receive 2 complimentary tickets to each production. Each company member is entitled to 3 rush tickets per title.

In addition, all PCPA employees may purchase up to 4 tickets per performance at the company discount rate of 50%. For holiday shows, discounts and complimentary tickets are subject to vary. Please verify with Box Office or Marketing department.

In order to receive your complimentary and discounted tickets, you must be a current staff member and present a government-issued ID to the box office representative at the Santa Maria Box Office. Discounted tickets are available at the Solvang Box Office on show days. No one may use your I.D. to receive complimentary or discounted tickets.

Seating is subject to availability. You can only receive these benefits while you are employed at PCPA. For example, if you reserve your comp tickets for an upcoming show and then are no longer an employee at PCPA when the performance date for the show arrives, then you must pay for your tickets.

If a comp ticket is given without approval or if the comp ticket policy is abused in anyway it could be grounds for disciplinary action and/or dismissal.

## SECURITY

Maintaining the security of the AHC/PCPA facilities and records is every employee's responsibility. Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Report any suspicious persons or activities to security personnel. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuable and/or personal articles in or around your workstation that may be accessible. The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks. You should immediately notify your supervisor when unknown persons are acting in a suspicious manner in or around the facilities, or when keys are missing. Each employee should develop habits that ensure security as a matter of course.

For example:

- 1) Always keep cash and checks properly secured by strictly adhering to PCPA written policy on proper safe procedures.
- 2) Know the location of all alarms and the fire extinguisher and be familiar with the proper procedure for using the equipment.
- 3) When leaving the PCPA premises, make sure that all equipment and heating appliances are turned off and entrances and windows re properly locked/secured.
- 4) Lock the doors and windows and set the alarm when leaving as appropriate (e.g. CBC 19, box office).
- 5) For those employees authorized to access PCPA safes, the following procedure will be followed:
  - 1) All safes will be kept locked at all times other than when direct access is required.

2) For Santa Maria Box Office: the Box Office Manager and their designees will have the combination to the safe.

3) For Solvang Box Office: the Box Office Manager and their designees will have the combination to the safe.

4) For house management: the House Manager will have the combination to the safe.

EMPLOYEE RIGHTS AND RESPONSIBILITIES  
UNDER THE FAMILY AND MEDICAL LEAVE ACT

**Basic Leave Entitlement**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

**Military Family Leave Entitlements**

Eligible employees whose spouse, son, daughter, or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service-member during a single 12-month period. A covered service-member is (1) 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 (2) a veteran, who 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 FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

**\*The FMLA definitions of “serious injury or illness” for current servicemembers and veterans are distinct from the FMLA definition of “serious health condition”.**

**Benefits and Protections**

During FMLA leave, the employer must maintain the employee's health coverage under any “group health plan” on the same terms as if the employee had continued to work. Upon return from FMLA leave,

most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

**Eligibility Requirements**

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months\*, and if at least 50 employees are employed by the employer within 75 miles.

**\*Special hours of service eligibility requirements apply to airline flight crew employees.**

**Definition of Serious Health Condition**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition.

EMPLOYEE RIGHTS AND RESPONSIBILITIES  
UNDER THE FAMILY AND MEDICAL LEAVE ACT

Other conditions may meet the definition of continuing treatment.

**Use of Leave**

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

**Substitution of Paid Leave for Unpaid Leave**

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

**Employee Responsibilities**

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and

periodic recertification supporting the need for leave.

**Employer Responsibilities**

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

**Unlawful Acts by Employers**

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

**Enforcement**

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

**FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.**

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**For additional information:**

**1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627**

**[WWW.WAGEHOUR.DOL.GOV](http://WWW.WAGEHOUR.DOL.GOV)**

U.S. Department of Labor | Wage and Hour Division

**AGREEMENT AND ACKNOWLEDGMENT  
OF RECEIPT OF EMPLOYEE HANDBOOK**

Employer and Employee agree that this Handbook exclusively sets forth PCPA's employment policies and procedures and represents and expresses their complete agreement regarding the terms and conditions of employment. Employer and Employee further agree that none of these policies and procedures can be amended, modified or altered in any way by oral statements or in any other way, but can only be altered by written amendment signed by the Associate Dean/PCPA Artistic Director of PCPA.

I hereby acknowledge receipt of the Employee Handbook for PCPA. I have thoroughly read and understand the Company policy and rules set forth in the Employee Handbook of PCPA and agree to abide by them.

I understand and acknowledge that nothing in this Employee Handbook or in any other document or policy is intended to prohibit me from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission ("EEOC"), National Labor Relations Board ("NLRB"), Securities and Exchange Commission ("SEC") or any other federal, state or local agency charged with the enforcement of any laws.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**ACKNOWLEDGEMENT OF AT-WILL EMPLOYMENT**

I understand and agree that my employment may be terminated by PCPA at any time, with or without cause, and with or without notice, at the option of either the Company or myself. I also understand and agree that PCPA retains the right to demote, transfer, change my job duties, and change my compensation at any time with or without notice and with or without cause in its sole discretion. PCPA and I further agree that this at-will employment policy cannot be amended, modified or altered in any way by oral statements or in any other way, and can only be altered by written amendment signed by the Associate Dean/PCPA Artistic Director or the Managing Director of PCPA.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date



**ACKNOWLEDGMENT OF RECEIPT OF MEAL**

**AND REST PERIOD POLICY**

Meal Breaks

Nonexempt employees who work more than five (5) hours in a day must take an uninterrupted and unpaid meal period of at least 30 minutes during which they are relieved of all duties. Meal periods must begin by the end of the employee's fifth hour of work. For example, an employee who starts work at 8:00 a.m. must begin the meal period no later than 12:59 p.m. If a nonexempt employee's workday is a total of six (6) hours, then the meal period may be waived by mutual consent of the Company and the employee.

Nonexempt employees who work more than ten (10) hours in a day must take two (2) uninterrupted and unpaid meal periods of at least 30 minutes each during which they are relieved of all duties. The first meal period must begin by the end of the employee's fifth hour of work. The second meal period must begin by the end of the employee's tenth hour of work. If a nonexempt employee works more than ten (10) hours, but less than twelve (12) hours in a workday, then the second meal period may be waived by mutual consent of the Company and the employee only if the first meal period was not waived.

For ease of reference, the following chart summarizes the number of meal period which must be taken based on the hours worked each day:

Hours Worked	Number of Meal Periods
0 to 5.0	0
Over 5 and up to 10	1
Over 10	2

Nonexempt employees may leave the work premises during meal periods. Employees must accurately record the start and end of their meal periods on their time record. Meal periods may not be used to come in to work late or to leave early.

As a matter of Company policy, the Company does not discourage employees from taking, or otherwise impede their ability to take, meal periods as specified above. If employees feel that they have been discouraged or impeded from taking their meal periods, it is the employees' obligation to immediately notify their supervisor and/or Human Resources.

Employees **must** also notify the Company, either through their supervisor or by reporting directly to Human Resources, whenever they are not able take a full, uninterrupted, duty-free 30-minute meal period.

Rest Breaks

Nonexempt employees are also permitted, and required, to take a 10-minute paid rest break for every four hours worked or major fraction thereof.

Rest periods are counted as hours worked, and thus, employees are not required to record their rest periods on their timesheets or time cards. Rest periods may not be waived to shorten the workday and may not be accumulated or used as a basis for starting work late, leaving work early, or extending a meal period. "Duty free" means that the employee

is relieved of all duty for the full and uninterrupted net ten (10) minute rest break, which includes the right to engage in personal activities, and to leave the premises if the employee so desires.

For ease of reference, the following chart summarizes the number of rest periods which must be taken based on hours worked each day:

Hours of Work	Rest Periods Required
Less than 3.5	0
3.5 to 6	1
Over 6 and up to 10	2
Over 10 and up to 14	3

Such rest breaks should be taken as close as possible to the middle of each 4-hour work period.

As a matter of Company policy, the Company does not discourage employees from taking, or otherwise impede their ability to take, rest breaks as specified above. If employees feel that they have been discouraged or impeded from taking their rest break(s), it is the employees' obligation to immediately notify their supervisor or Human Resources. Employees must also notify the Company, either through their supervisor or by reporting directly to Human Resources, whenever they are not able take a full, uninterrupted, 10-minute rest break.

I acknowledge that I have been provided with and understand the Company's Meal and Rest Breaks Policy and understand that it is effective immediately. I agree to comply with this Policy.

\_\_\_\_\_  
Employee Name (print)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date