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## **INTRODUCTION**

*Welcome to the Pacifica Foundation!*

We are glad you have joined us as an employee. Founded in 1949, the Pacifica Foundation has licensed and operated non-commercial radio stations in major US metropolitan areas dedicated to peace, justice and increasing understanding about the causes of conflict. We strive to contribute to the democratic process through public discourse and promotion of culture. Un beholden to commercial or governmental interests, we recognize that use of the airwaves is a public trust.

Pacifica has played a unique role in American media. We have broken pivotal news stories and brought issues and artists to the spotlight that may have been overlooked. The Pacifica Network includes five sister stations in New York, Washington DC, Los Angeles, Berkeley, and Houston along with many affiliated independent radio stations throughout the United States. We broadcast via satellite and Internet and have one of the most extensive and important sound archives in the world.

This handbook describes the basic terms and conditions of employment with the Pacifica Foundation. Employees are expected to read this handbook carefully, and to know and understand its contents. Pacifica reserves the right to make changes to this handbook (see Handbook Revisions, below). Employees are responsible for knowing about and understanding changes once they have been distributed.

This handbook is the property of Pacifica Foundation, and it is intended for the personal use and reference of Pacifica employees.

## **HANDBOOK REVISIONS**

Pacifica reserves the right to make changes to this handbook and to any employment policy, practice, work rule, or benefit, at any time. Except as otherwise provided in this handbook, no one has the authority to make any promise or commitment contrary to what is in this handbook.

This handbook replaces all earlier handbooks and supersedes all prior policies, practices, and procedures.

If, pursuant to federal or state law, any provision of this Employee Handbook shall be found by a court of competent jurisdiction to be voided, all of the other provisions of this Employee Handbook shall remain in full force and effect.

## **EQUAL EMPLOYMENT/DIVERSITY**

It is Pacifica's policy to provide equal employment opportunity for all applicants and employees. Pacifica does not unlawfully discriminate on the basis of race, color, religion, sex (including pregnancy, childbirth, or related medical conditions), gender identity, national origin, ancestry, citizenship, age, physical or mental disability, legally protected medical condition or information, family care status, military caregiver status, veteran status, marital status, domestic partner status, sexual orientation, or any other basis protected by local, state, or federal laws. When necessary, Pacifica also makes reasonable accommodations for disabled employees and for pregnant employees who request an accommodation for pregnancy, childbirth, or related medical conditions.

## **AFFIRMATIVE ACTION**

Pacifica is committed to affirmative action. Pacifica has an affirmative action plan on file in the National Office. Overall responsibility for affirmative action planning and implementation is assigned to the Executive Director of the foundation.

## **EMPLOYEES WITH DISABILITIES — AMERICANS WITH DISABILITIES ACT (ADA)**

In accordance with the ADA, any handicapped or developmentally disabled applicant or employee who requires an accommodation in order to perform the essential functions of his or her job should contact their Unit General Manager or the National Office to request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job and with respect to such accommodation, the employee may be asked to submit supporting documentation from a medical practitioner. Pacifica will look into and identify the barriers that make it difficult for the applicant or employee to have an equal opportunity to perform his or her job and possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, Pacifica will make the accommodation.

If an employee believes they have been subjected to any form of unlawful discrimination due to a handicap or developmental disability, a written complaint must be provided to the Unit General Manager and the National Office as soon as possible. The complaint should be specific and include the names of individuals involved and the names of any witnesses. Pacifica will undertake an effective, thorough and objective investigation to resolve the situation. If Pacifica determines that unlawful discrimination has occurred, remedial action will be taken commensurate with the severity of the offense.

## WORKING AT PACIFICA

All employees fall within one of the following classifications:

**Full-time:** Full-time employees are employees who regularly work 40 hours per week. Full-time employees are generally eligible for all of Pacifica's benefit programs, subject to the terms and conditions of the applicable plan and the local bargaining unit (if applicable).

**Part-time A:** Part-time A employees are employees who regularly work twenty (20) to thirty-nine (39) hours per week. Part-time employees are eligible for some of Pacifica's benefit programs subject to the terms and conditions of the applicable plan and the local bargaining unit (if applicable).

**Part-time B:** Part time B employees are employees who regularly work less than twenty (20) hours per week. While they receive all legally mandated benefits (such as Social Security and workers' compensation insurance), part-time employees are generally ineligible for Pacifica's other benefit programs unless otherwise noted in this handbook.

**Temporary:** Employees who are either hired for a specific purpose or time period. A temporary employee may be full-time or part-time. While they do receive all legally mandated benefits (such as Social Security and workers' compensation insurance), temporary employees are generally ineligible for Pacifica's other benefit programs.

In addition to the above classifications, employees are categorized as either "exempt" or "non-exempt." Pursuant to federal and state wage hour laws, exempt employees do not receive overtime pay. Employees classified as exempt receive a salary which is intended to cover all hours worked.

Employees will be informed of their initial employment classification and status as exempt or non-exempt upon commencing employment. If an employee changes position during his/her employment as a result of a promotion, transfer or otherwise, management will inform him/her of any change in his/her job classification. Exempt employees include, but are not limited to, Unit General Managers, Operations Managers, Chief Engineers, Development Directors, Program Directors, Business Managers, Bookkeepers, Executive Directors, CFO's, Controllers, in general, and their assistants, and any employee dealing with confidential information. All exempt employees are at-will employees and their terms of employment are governed by this manual without limitation. No individual within the foundation, nor any governance body, may issue an employment contract or enter into any agreement regarding employment that modifies, revises or contradicts the terms of at-will employment.

Employees will be informed of their eligibility or ineligibility for a benefits package upon commencing employment.

## PERSONNEL RECORDS

In order to obtain your position, you provided us with a great deal of personal information, such as your address and telephone number. This information is contained in your confidential personnel file. Please keep your personnel file up to date by informing us of any changes. Also, please inform your Unit General Manager of any specialized training or skills you may acquire in the future. Unreported changes of address, marital status, etc. can affect your withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach you in a crisis may be extremely problematic. Employees are also responsible for maintaining a current group life insurance beneficiary designation.

## YOUR PAYCHECK

Employees are paid twice-monthly, on the 15th and last day of each month. If a pay day falls on a holiday, paychecks will be distributed on the preceding workday. For employees who are not on direct deposit, checks are distributed on the date assigned for payment. If the employee is absent when the paycheck is distributed, the employee may claim the paycheck from the local business manager or bookkeeper when the employee returns.

Your payroll stub itemizes deductions made from your gross earnings. By law, Pacifica is required to make deductions for Social Security, federal income tax and any other appropriate taxes. The required deductions may include any court-ordered garnishments. Your payroll stub will also differentiate between regular pay received and overtime pay received, if applicable.

At Pacifica, we maintain time cards for all non-exempt employees so we will have accurate records of time worked. Failure to submit time cards promptly may lead to discipline, up to and including discharge.

The opportunity to work overtime is at the discretion of management and is based on departmental needs. Any overtime must be authorized in advance.

If you believe there is an error in your pay, bring the matter to the attention of the National Office immediately so Pacifica can resolve the matter quickly and amicably.

### **Payroll Policy for Exempt Employees**

Exempt salaried employees receive a salary which is intended to compensate for all hours worked for Pacifica. This salary will be established at the time of hire. While it may be subject to review and modification from time to time, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.

Under federal and state law, your salary is subject to certain deductions. For example, absent contrary state law requirements, your salary can be reduced for the following reasons:

- ⌚ Full day absences for personal reasons.
- ⌚ Full day absences for sickness or disability.
- ⌚ Full day disciplinary suspensions for infractions of our written policies and procedures.
- ⌚ Family and Medical Leave absences (either full or partial day absences).
- ⌚ The first or last week of employment in the event you work less than a full week.

Your salary may also be reduced for certain types of deductions such as your portion of health, dental or life insurance premiums; state, federal or local taxes, social security; or voluntary contributions to a 401(k) or pension plan.

In any work week in which you performed any work, your salary will not be reduced for any of the following reasons:

- ⌚ Partial day absences for personal reasons, sickness or disability.
- ⌚ Your absence on a day because your employer has decided the facility is closed on a scheduled work day.
- ⌚ Absences for jury duty, attendance as a witness, or military leave in any week in which you have performed any work.
- ⌚ Any other deductions prohibited by state or federal law.

However, it is not an improper deduction to reduce an employee's accrued vacation, personal or other forms of paid time off for full or partial day absences for personal reasons, sickness or disability.

If you believe you have been subject to any improper deductions, you should immediately report the matter to the National Office. Every report will be fully investigated and corrective action will be taken where appropriate. In addition, Pacifica will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in Pacifica's investigation of such reports. Retaliation is unacceptable, and any form of retaliation in violation of this policy will result in disciplinary action, up to and including discharge.

#### **EVALUATIONS**

All staff will be reviewed periodically. The Unit General Manager or a designated representative will seek input from others familiar with the employee's work.

#### **TRAINING**

To develop their skills with Pacifica, employees are encouraged to take courses and engage in professional and community activities. A Unit General Manager may recommend and approve full or partial payment of fees for workshops, conferences and other training experiences provided such training is job related, considered to be a special or needed benefit to the individual's employment with Pacifica, and part of the priorities of Pacifica. Training is provided as funding is available. Payment or reimbursement will be conditioned upon proof of attendance and satisfactory completion of the course or program. Cost is always a factor in deciding whether or not to approve the payment of fees for workshops, conferences and other training. All reimbursements for workshop expenses, training tuition and incidental expenses must be approved in advance by the Unit General Manager. Invoices/receipts must be provided.

#### **PACIFICA TRAVEL**

Employees who travel on behalf of Pacifica or one of its units will be provided full salary and benefits while traveling on business. Travel expenses that may be reimbursed by Pacifica include: airfare, train fare or gas mileage, whichever is more cost effective, to be reimbursed at the least expensive fares; employees wishing to travel at higher rates shall cover the difference. Lodging will be provided in moderately priced hotels/motels. All reimbursements for workshop expenses, training tuition and incidental expenses must be approved in advance by the Unit General Manager.

## **EMPLOYEE BENEFITS**

It is Pacifica’s policy to provide a combination of supplemental benefits to all eligible employees. These benefits include insurance benefits and other benefits, such as vacations and holidays. Specific benefit packages may differ slightly based on both geographic area and bargaining unit agreements, where applicable. Please bring specific questions to your Unit General Manager or designated representative.

The descriptions of the insurance benefits highlight certain aspects of Pacifica’s plans for your general information only. The provisions of the plans, including eligibility and benefits provisions, are in the summary plan descriptions (“SPDs”) (which may be revised from time to time) for the plans. Additionally, the official plan documents are available for your review upon your request. In the determination of benefits or other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs.

Pacifica retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit eligibility and entitlement.

While Pacifica intends to maintain these employee benefits, it reserves the absolute right to modify, amend, or terminate these benefits at any time and for any reason, subject to negotiated bargaining agreements, where applicable.

## **TIME OFF WITH PAY**

Full-time and part-time employees are eligible for paid vacations upon the completion of a certain number of work days.

Eligible employees may take paid vacation, to the extent of earned vacation time, at times agreed upon with their Unit General Manager. Vacation time is earned according to the following schedule, subject to local bargaining agreements, where applicable.

Full time employees: Full time regular employees

During of Service	Years	Annual Rate	Monthly Accrual Rate	Maximum Accrual
1 & 2		10 days	.83 day	15 days
3 thru 5		15 days	1.25 days	25 days
6 & over		20 days	1.66 days	35 days

Part-time regular employees: Part time regular employees working 20 hours or more per week will accrue vacation with pay prorated from the monthly rate according to the number of hours worked per week on a regular schedule. For example a 20 hour work week will be calculated at 50% of the full time rate; 25 hours at 63%; 30 hours at 75%; 32 hours at 80% etc. Vacation accrual will not be adjusted as a result of a temporary (three months or less) change in the normal work schedule.

Vacation days are expected to be taken in a timely manner. If the total amount of unused vacation time reaches a "cap" equal to the maximum accrual schedule above, further vacation accrual will stop until some portion of the existing accrued vacation is used and the amount of accrued vacation falls below the aforementioned cap. Employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. In the event that available vacation time is not used by the end of benefit year, employees may carry over unused time to the next benefit year.

Requests for vacation shall be submitted in writing and approved by the Unit General Manager or a designated representative to assure adequate coverage of the employee's job responsibilities.

If a holiday occurs during an employee's approved vacation period, accrued vacation days will not be reduced for the employee's normal work schedule on the day or days declared as paid holidays.

Employees who terminate shall be paid for the number of accrued vacation days not taken by the final day of employment.

#### **HOLIDAYS**

Eligible employees will be paid for the following holidays (subject to local bargaining agreements, if applicable): *New Year's Day, Martin Luther King Jr's Birthday, President's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving/Indigenous Peoples Day and the day after, Christmas Day, and a day of the employee's choice.*

#### **SICK LEAVE**

Subject to local bargaining agreements if applicable, full-time employees earn sick leave of 8.0 hours for every month worked. Part-time A and Part-time B employees earn sick leave on a pro-rated monthly basis.

Sick days are expected to be taken in a timely manner. If the total amount of unused sick time reaches a "cap" equal to 20 days (the maximum accrual schedule) further sick time accrual will stop until some portion of the existing accrued sick leave is used and the amount of accrued sick time falls below the aforementioned cap. Employees are encouraged to use available paid sick time for rest and relaxation. In the event that available sick time is not used by the end of benefit year, employees may carry over unused time to the next benefit year as long as they do not exceed the cap.

If a holiday occurs during an employee's sick leave, accrued sick days will not be reduced for the employee's normal work schedule on the day or days declared as paid holidays.

## **INSURANCE BENEFITS**

All employees are subject to the terms described below, pending local bargaining agreements, if applicable.

### **Medical and Dental Insurance**

All employees classified by Pacifica as regular full-time employees and their dependents are eligible to participate in Pacifica's health and dental insurance plan. Pacifica pays the employee's premiums for this coverage. Dependent coverage may be available to part-time eligible employees and there may be a required employee contribution for part-time eligible employees and/or their dependents. Premiums generally can be paid on a pre-tax basis.

### **Life Insurance**

All employees classified by Pacifica as regular full-time employees are eligible for group life insurance. The premiums are paid by Pacifica. Life insurance coverage may be available to part-time employees and there may be a required contribution towards the cost of the premiums. You may be taxed on the value of this coverage under IRS rules

### **Conversion/Post-Employment Insurance Options**

Pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), and the California Continuation of Benefits Replacement Act (Cal-COBRA) eligible employees and their dependents may be entitled to continue insurance coverage after employment with Pacifica ceases or certain other qualifying events occur. COBRA information is provided separately. Post-employment COBRA benefit costs are borne by the covered individuals after separation from Pacifica employment.

### **Premium Payments for Employees on Leave**

Pacifica will pay the employer's portion of premiums for continuation of Pacifica-sponsored group health plan benefits during the first 90 days of any authorized leave. Thereafter the employee may only continue coverage under COBRA and must pay the full cost of doing so. If an employee is on an approved FMLA leave, Pacifica will permit the employee to continue coverage under Pacifica-sponsored group health plans by paying only the amount charged to similarly-situated active employees. If an employee does not return to work at the expiration of an FMLA leave, regardless of whether he or she continued coverage during the FMLA leave, he or she normally will be eligible to elect COBRA continuation coverage with respect to Pacifica-sponsored group health plans, with the COBRA qualifying event normally being the expiration of the leave.

### **State Disability Insurance**

California-based employees who are disabled from working due to a non-work related injury or illness (including pregnancy, childbirth, and related medical conditions) are eligible to receive benefits through the California State Disability Insurance ("SDI") Program. This program is financed by covered employees through a payroll tax withheld from their earnings. More detailed information is available through the California Employment Development Department (EDD) at 1-800-480-3287, or [www.edd.ca.gov](http://www.edd.ca.gov).

### **Family Leave (PFL)**

California-based employees may be eligible for Paid Family Leave (PFL) which is a form of compensation paid by the State of California through the Employment Development Department (EDD). Paid Family Leave is a component of the California State Disability Insurance Program (SDI) and is funded by a payroll tax. The maximum benefit available is limited to six weeks, and the amount depends on the employee's rate of pay. There is a seven day waiting period before benefits can be paid, and Paid Family Leave is not available to employees already receiving SDI, unemployment benefits, or workers compensation. To use Paid Family Leave, the employee must be eligible for a leave of absence - and must file a written application with the EDD with an appropriate certificate from a health care provider.

Eligible employees may apply for Paid Family Leave from the State if they must be absent from work in order to:

1. Care for a seriously ill child, spouse, parent, or registered domestic partner, including foster, adopted, and step children and parents;
2. To bond with a newborn child of the employee in the first year after birth, or
3. To bond with a newly adopted child or foster child within one year after adoption or placement.

Eligibility requirements and further information concerning insurance coverage are fully explained in the applicable plan documents, summary plan descriptions, and local bargaining unit agreements, if applicable

### **Tax Sheltered Annuity – 403B Plan (TSA)**

In order for each employee to plan for their retirement needs, a 403B plan is available for all regular full time and regular part-time employees. Contributions and resulting earnings are 100% tax deferred from Federal and State income taxes until withdrawals are made, in accordance with Federal law. Employees must contact their Unit General Manager or the National Office for more information on how to participate.

### **Pension Plan**

Pacifica also sponsors a pension plan for all regular full time and regular part-time employees. Contributions and resulting earnings are 100% tax deferred from Federal and State income taxes until withdrawals are made, in accordance with Federal law. Employees must contact their Unit General Manager or the National Office for more information on how to participate.

### **Other Benefits**

In addition to insurance and retirement benefits, Pacifica may also provide or make available additional benefits to eligible employees:

## **Social Security**

Employees are covered under the provisions of the Federal Social Security Law (FICA). Social Security benefits are often a significant factor in retirement plans. The total contribution by the employee and Pacifica is credited toward the employee's Social Security benefits which may be available at retirement. In addition, Medicare, disability and survivor benefits are financed through Social Security taxes.

## **Unemployment Insurance Benefits**

Upon termination of employment, the employee may be eligible to receive state administered unemployment insurance benefits.

## **EMPLOYMENT OF RELATIVES**

Relatives of present employees may be hired by Pacifica only if :

- 1) The individuals concerned will not work in a direct supervisory relationship with one another
- 2) The employment will not pose difficulties for supervision, security, safety, or morale.

"Relatives" are defined as spouses, domestic partners, children, sisters, brothers, mothers, or fathers, and persons related by marriage. Present employees who marry or become domestic partners or who become related by marriage will be permitted to continue employment with Pacifica only if they do not work in a direct supervisory relationship with one another, or otherwise pose difficulties for supervision, security, safety, or morale. If employees who marry or who become related by marriage do work in a direct supervisory relationship with one another, Pacifica will attempt to reassign one of the employees to another position for which he or she is qualified, if such a position is available. If no such position is available, then one of the employees will be required to leave Pacifica. The decision as to which employee leaves will be left solely to the employees. In the event that no alternative position is available and neither employee voluntarily leaves Pacifica, the employee with lesser seniority will be terminated.

## **LEAVES OF ABSENCE**

Pacifica provides (1) family care, medical, and military family leave for up to 12 or 26 weeks per year, depending on the reason, see section II(D), in accordance with California's Family Rights Act ("CFRA") and the federal Family and Medical Leave Act of 1993, as amended ("FMLA"); (2) pregnancy leave for up to four months in accordance with the California Fair Employment and Housing Act ("FEHA"); (3) disability leave as required to reasonably accommodate employees with a workplace injury or a qualified disability under the Americans with Disabilities Act ("ADA") or the FEHA; and (4) leave for other legally required absences as set forth below. Employees having any questions regarding this policy should contact their Unit General Manager or their designated representative.

## **Family Care, Medical and Military Family Leave**

To be eligible for family care, medical, and military family leave, an employee must

- (1) have worked for Pacifica for at least twelve months prior to the date on which the leave is to commence and
- (2) have worked at least 1,250 hours in the twelve (12) months preceding the leave.

An employee returning from fulfilling his or her National Guard or Reserve military obligation will be credited with the hours of service that would have been performed but for the period of military service in determining the 1,250 hours of service.

In the case of a pregnancy or other legally protected disability or medical condition or work-related injury, an employee may not need to satisfy all of the above requirements. In such circumstances, the employee should contact their Unit General Manager for clarification about his or her rights for other types of leave.

"Family care and medical leave" may be requested for

- (1) the birth or adoption of an employee's child
- (2) the placement of a foster child with the employee
- (3) the serious health condition of an employee's child, registered domestic partner, spouse, or parent
- (4) an employee's own 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 daily activities.

"Military exigency leave" may be requested when there is a qualifying military exigency as defined by the U.S. Department of Labor arising out of the fact that an employee's spouse, child, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces. Qualifying military exigencies include the following:

- 1) Short-notice deployment where the employee may take leave to attend any issue that arises from the fact that a covered military member is notified of an impending call or order to active duty seven or less calendar days prior to the date of deployment. Leave taken for this purpose can be used for a period of seven calendar days beginning on the date the covered service-member receives the notification
- 2) Military events and related activities where the employee may take leave to attend to any official ceremonies, programs or events related to the call to active duty and to attend to family support, assistance programs, or informational briefings related to the call to active duty.

- 3) Childcare and school activities where the employee may take leave to arrange for alternative childcare or to provide childcare on an urgent, immediate need basis when the need arises from the call to active duty, to enroll or transfer a child to a new school, to attend meetings with school or daycare facility staff regarding disciplinary measures, parent-teacher conferences, or meetings with school counselors.
- 4) Financial and legal arrangements where the employee may take leave to make or update financial or legal arrangements related to the covered service-member's absence, such as preparing powers of attorney, wills, transferring bank accounts, and the like, or appearing or acting on behalf of the absent service member in matters related to military benefits.
- 5) Counseling where the employee may take leave to attend counseling, the need for which arises from the call to active duty of the covered service member.

### **Substitution of Paid Leave**

Employees are required to substitute accrued vacation time and other paid personal leave (except sick leave) for all family care and medical leaves except for California female employees taking pregnancy leave under FEHA. Employees are required to substitute sick leave only for the employee's own medical leaves. Employees may elect to substitute sick leave to attend to an illness of a child, parent, spouse or domestic partner of the employee or for other types of family care leave.

### **Amount of Leave**

Provided all the conditions of this policy are met, an employee may take a maximum of 12 weeks of family care, medical, and military exigency leave in a 12-month period.

Employees who are unable to work due to pregnancy disability will be granted the greater of 12 weeks leave or the amount of leave to which the employee may be entitled under California state law for a pregnancy-related disability or in connection with childbirth. Family care leaves for the birth, adoption, or foster care placement of a child must be concluded within one year of the birth, adoption, or placement.

Provided all the conditions of this policy are met, an employee may take a maximum of 26 weeks of military caregiver leave in a single 12-month period, inclusive of the time the employee takes for a family care, medical, or military exigency leave during that period. This 12-month period will be measured forward from the first day leave is taken. Spouses who are both employed by Pacifica may take a maximum combined total of 26 weeks in the 12-month period for the care of the service member or the birth, adoption, or foster care of their child or to care for an ill parent, provided that no more than 12 weeks of this combined 26-week period may be taken for reasons other than to care for the service member.

### **Intermittent Leave**

Medical leave for the employee's own serious health condition, family care leave for the serious health condition of the employee's spouse, parent, or child, and military caregiver leave may be taken intermittently or on a reduced schedule when medically necessary. Where the intermittent or reduced schedule leave is for planned medical treatment, the employee must make an attempt to schedule the treatment so as not to disrupt unduly Pacifica's operations. Where the f

family care leave is to be taken in connection with the birth, adoption, or foster placement of a child, the minimum duration for each period of leave is two weeks, except that the employee may request leave of less than two weeks duration on any two occasions. Military exigency leave also may be taken intermittently or on a reduced schedule.

### **Leave's Effect on Pay**

Except to the extent that other paid leave is substituted for family care, medical, and military family leave, leave under the FMLA and the CFRA is unpaid.

### **Leave's Effect on Benefits**

During an employee's family care, medical, and military family leave, Pacifica will continue to pay for the employee's participation in Pacifica's group health plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave. All other benefits will be governed in accordance with the terms of each benefit plan and are the sole responsibility of the employee.

Employees on family care, medical, and military family leave accrue employment benefits such as sick leave, vacation benefits, or seniority only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual.

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

### **Notice Requirements**

Employees must notify Pacifica of their request for family care, medical, military exigency, or military caregiver leave as soon as they are aware of the need for such leave. For foreseeable family care, medical, and military caregiver leave, the employee must provide 30 calendar days' advance notice to Pacifica of the need for leave. For events that are unforeseeable 30 days in advance, the employee must notify Pacifica as soon as is practicable.

If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, Pacifica reserves the right to delay the taking of the leave until at least 30 days after the date the employee provides notice of the need for family care or medical leave.

Once Pacifica is aware of the employee's need for leave, it will inform the employee whether he or she is eligible under the FMLA, and if the leave will be granted as requested or with a change in conditions. If the employee is eligible, the notice will specify any additional information required as well as the employees' rights and responsibilities. If the employee is not eligible, Pacifica will provide a reason for the ineligibility.

### **Certification**

Any request for medical leave for an employee's own serious health condition, for family care leave to care for a child, spouse, domestic partner or parent with a serious health condition or for a serious injury, or for military caregiver leave must be supported by medical certification from a health care provider. Employees generally must provide the required certification within 15 calendar days after Pacifica's request.

The medical certification for a child, spouse, domestic partner or parent with a serious health condition or for the serious injury or illness of a qualifying service member must include

- (a) the date on which the serious health condition or serious injury or illness commenced;
- (b) the probable duration of the condition or injury or illness
- (c) the health care provider's estimate of the amount of time needed for family care
- (d) the health care provider's assurance that the health care condition or injury or illness warrants the participation of the employee to provide family care
- (e) in the case of intermittent or reduced schedule leave where medically necessary, the probable duration of such a schedule.

The medical certification for leave for the employee's own serious health condition must include:

- (a) the date on which the serious health condition commenced
- (b) the probable duration of the condition
- (c) a statement that, due to the serious health condition, the employee is unable to perform the essential functions of his or her position
- (d) in the case of intermittent leave or reduced schedule leave where medically necessary, the probable duration of such a schedule.

Failure to timely provide the required certification may result in the denial of foreseeable leave until such certification is provided. In the case of unforeseeable leaves, failure to timely provide the required certification may result in a denial of the employee's continued leave. Any request for an extension of the leave also must be supported by an updated medical certification, if requested by Pacifica.

Where permitted by law, if Pacifica has reason to doubt the validity of the medical certification provided by the employee, Pacifica may require the employee to obtain a second opinion. It is the employee's responsibility to furnish his or her health care provider with the necessary authorization for the disclosure of medical information to the doctor(s) who will provide the second opinion. If the employee fails to provide the necessary authorization, the request for leave may be denied, in accordance with applicable law.

### **Leave's Effect On Reinstatement**

Pacifica will comply with all applicable laws and local bargaining agreements if applicable, pertaining to reinstatement of employees, including where required, the reasonable accommodation of employees who have been on an approved leave. Under the FMLA it is unlawful for any employer to: interfere with, restrain, or deny the exercise of any right provided under the FMLA; or discharge or discriminate against any person for opposing any practice made unlawful by

the FMLA or for involvement in any proceeding under or relating to the FMLA. If an employer has done so, an employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

### **Pregnancy-Related Disability Leaves**

Any employee who is disabled on account of pregnancy, childbirth, or related conditions may take a pregnancy-related disability leave for the period of actual disability of up to four months, in addition to any family care or medical leave to which the employee may be entitled under FMLA. Pregnancy-related disability leaves may be taken intermittently, or on a reduced-hours schedule, as medically necessary.

Moreover, an employee is entitled to a reasonable accommodation for pregnancy, childbirth, or related medical conditions if she so requests and provides Pacifica with medical certification from her health care provider. In addition to other forms of reasonable accommodation, a pregnant employee is entitled to transfer temporarily to a less strenuous or hazardous position or to less hazardous or strenuous duties if she so requests, the transfer request is supported by proper medical certification, and the transfer can be reasonably accommodated.

An employee taking pregnancy-related disability leave must substitute any available sick pay for her leave and may, at her option, substitute any accrued vacation and or PTO time for her leave. The substitution of paid leave for pregnancy-related disability leave does not extend the total duration of the leave to which an employee is entitled.

Pacifica will continue to pay for the employee's participation in Pacifica group health plans to the same extent and under the same terms and conditions as would apply had the employee not taken leave. All other benefits will be governed in accordance with the terms of each benefit plan and local bargaining agreements if applicable, and are the sole responsibility of the employee. If the employee fails to return from the leave for a reason other than the recurrence, continuation, or onset of a serious health condition for which leave under this policy is allowed or other circumstances beyond the employee's control, Pacifica can recover any health plan premiums paid by Pacifica on the employee's behalf during any periods of the leave.

The provisions of Pacifica's Family Care, Medical and Military Family Leave policy regarding the leave's effect on pay, notice requirements, medical certification requirements and reinstatement also apply to all pregnancy-related disability leaves.

### **Other Disability Leaves**

In addition to medical or pregnancy-related disability leaves employees may take a temporary disability leave of absence if necessary to reasonably accommodate a workplace injury or a disability under the ADA or the FEHA. Any disability leave under this section will run concurrently with any medical leave to which the employee is entitled. Disability leaves under this section will be unpaid.

Employees taking disability leave must comply with the Family Care, Medical and Military Family Leave provisions regarding substitution of paid leaves, notice, and medical certification. For the purpose of applying these provisions, a disability leave will be considered to be a medical leave.

### **Other Leaves of Absence**

Pacifica also grants eligible employees leaves of absence for jury or witness duty, certain court appearances, appearances at school or daycare activities, emergency duty as a volunteer firefighter, or emergency rescue personnel, to vote in an election, for bereavement leave, for leave related to domestic violence, crime victims leave, or leave for the donation of an organ or bone marrow. Unless otherwise required by law or local collective bargaining agreements if applicable, employees will not be paid for such leaves of absence.

### **Jury And Witness Duty**

Pacifica will provide employees time off to serve, as required by law, on a jury or grand jury if the employee provides reasonable advance notice. Pacifica will also provide employees with time off to appear in court or other judicial proceedings as a witness to comply with a valid subpoena or other court order. Employees are required to provide reasonable advance notice of the need for jury/witness leave. Employees also are expected to report to work each day or portion of a day they are not performing jury/witness duty.

### **Leave For Educational/Daycare Purposes**

Employees will be granted time off without pay for up to 40 hours per calendar year, but no more than eight hours in any calendar month, to participate in the activities of schools or licensed child daycare facilities attended by their children. Employees must substitute accrued vacation or PTO, for purposes of a planned absence under this Section. Employees wishing to take time off under this Section must provide their supervisors with reasonable notice of the planned absence. If both parents of a child are employed by Pacifica at the same work site, the request for time off under this Section will be granted to the first parent to provide notice of the need for time off. The request from the second parent will be accommodated if possible.

### **Volunteer Firefighter And Emergency Rescue Personnel**

Nonexempt employees will be granted time off without pay to perform emergency duties as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. Employees who are volunteer firefighters also are eligible for leave of up to 14 days per calendar year for fire or law enforcement training. Employees may substitute vacation pay for any unpaid portion of leave to perform such emergency duties or training.

### **Voting Time Off**

Employees who do not have sufficient time outside of their regular working hours to vote in local, statewide or national elections may request time off to vote. Up to two hours of paid time off will be provided, at the beginning or end of the employee's regular shift, whichever will allow the most free time for voting and the least time off work.

### **Bereavement Leave**

Employees will be allowed up to three unpaid consecutive working days off to arrange and attend the funeral of an immediate family member. If an employee requires more than three days off for bereavement leave, the employee may request additional unpaid leave or may request the opportunity to use any accrued vacation time.

### **Leave Related To Domestic Violence Or Sexual Assault**

Pacifica will provide unpaid time off to an employee who has been the victim of domestic violence or sexual assault to seek any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child. This includes time off for court proceedings, services from a domestic violence shelter, program or rape crisis center, counseling, medical attention, and participation in safety planning programs. Pacifica requires reasonable advance notice of the leave when feasible. If time off is taken due to an emergency, the employee must, within 15 days of the absence, provide Pacifica with certification of the need for the leave such as a police report, court order, documentation from a healthcare provider, victims advocate, or counselor.

### **Crime Victims' Leave**

Pacifica will provide unpaid time off to an employee to attend judicial proceedings related to a crime, if that employee is a victim of crime, an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim.

### **Leave For Organ And Bone Marrow Donation**

Pacifica will grant an employee the following paid leaves of absence for the purpose of organ or bone marrow donation. A leave of absence of up to five days in any one-year period for the purpose of donating the employee's bone marrow to another person. A leave of absence of up to 30 days in any one-year period for the purpose of the employee donating his or her organ to another person. A leave of absence for the purpose of organ or bone marrow donation will be provided with pay, however, if an employee has earned and unused sick or vacation time available, the employee is required to first use up to five days of paid sick or vacation time for a bone marrow donation and up to two weeks of sick or vacation time for organ donation.

In order to receive a leave of absence pursuant to this policy, the employee must provide written verification that he or she is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

Any leave taken for the donation of an organ or bone marrow will not constitute a break in service for purposes of the employee's right to salary adjustments, sick leave, vacation, annual leave, or seniority.

Leave taken under this policy will not run concurrently with any leave taken pursuant to the federal Family and Medical Leave Act or the California Family Rights Act.

### **Personal Leave**

In its sole discretion, Pacifica may grant a personal leave of absence for a compelling personal reason that does not fall within another leave category. Employees who have completed at least one year of continuous service may submit a written request for a personal leave of absence or vacation, without pay, for any length of time up to a maximum of three (3) months. Written requests must state the reason for the leave, as well as the beginning and ending dates. Requests for personal leaves will be granted at the sole discretion of Pacifica, based on the facts and circumstances surrounding each individual request. Pacifica is not able to guarantee reinstatement following return from a personal leave of absence. Pacifica will make reasonable efforts to place the employee in a suitable vacancy if one exists. Such employees may be

terminated or denied reinstatement if business necessity requires that the employee be replaced during the leave or if the employee is terminated or the position is eliminated due to a layoff, reorganization or other intervening cause.

### **Lactation Accommodation**

Lactation accommodation, as required by law, shall provide a reasonable break time to accommodate an employee desiring to express breast milk for the employee's infant. Pacifica will make reasonable efforts to provide the employee with the use of a remote location, in close proximity to the employee's work area for the purpose of expressing breast milk in private. Should you require lactation accommodation following a return from pregnancy leave, please advise the Unit General Manager so that accommodations may be made.

### **Time Off For Religious Reasons**

Pacifica will reasonably accommodate the known religious observances and practices of employees, provided this does not result in an undue hardship to Pacifica. Employees should consult their Unit General Manager if they need to take time away from work, without pay, for religious reasons.

## **SAFETY**

### **Trips and Falls**

If someone trips, falls or slips on the premises, this must be immediately reported to the Unit General Manager or a designated representative. This is required so that the hazard may be ameliorated and also for proper handling of any resulting insurance claims.

## **NATURAL DISASTERS**

In the event of a natural disaster such as earthquake, fire, explosion, etc., Pacifica may be closed if a building is damaged or highways leading a building are damaged. For instructions on reporting to another location, contact the National Office immediately.

## **ANIMALS**

With the exception of service animals, animals of all kinds are prohibited in the workplace without the affirmative permission of the Unit General Manager. This policy applies equally to all employees and visitors.

## **SMOKING**

Tobacco smoking is prohibited throughout the workplace. This policy applies equally to all employees and visitors subject to state and local laws.

## **DRESS AND GROOMING STANDARDS**

While Pacifica has no formal dress code, it expects all employees to dress in a manner consistent with good hygiene. Please be aware of the needs of people in the workplace who suffer environmental diseases or who are highly sensitive to perfume, after-shave, scented body cream, etc.

Nothing in this dress code is intended or should be construed to violate, restrict or discriminate against any employee's sex, gender, gender identity or gender expression. If any employee believes that their protected rights based upon sex, gender, gender identity and or gender expression are being restricted or violated in some manner, please contact your Unit General Manager so that these concerns can be addressed.

### **CLEAN WORKSPACE**

All employees are expected to keep their work space tidy and clean.

### **VISITORS IN THE WORKPLACE**

Employees are responsible for the conduct and safety of their visitors. If an unauthorized person is observed on Pacifica premises, employees should immediately notify a supervisor or, if necessary, direct the individual to leave.

### **TECHNOLOGY USE AND SECURITY**

Pacifica provides various technology resources to authorized employees to assist them in performing their job duties for Pacifica. Each employee has a responsibility to use Pacifica's technology resources in a manner that increases productivity, enhances Pacifica's public image, and is respectful of other employees. Failure to follow Pacifica's policies regarding technology resources may lead to disciplinary measures, up to and including discharge.

#### **Technology Resources Definition**

Technology Resources consist of all electronic devices, software, and means of electronic communication including any of the following: personal computers and workstations; laptop computers; mini and mainframe computers; computer hardware such as disk drives and tape drives; peripheral equipment such as printers, modems, fax machines, and copiers; computer software applications and associated files and data, including software that grants access to external services, such as the Internet; electronic mail; telephones; mobile phones; personal organizers and other hand-held devices; pagers; voice-mail systems; and instant messaging systems.

#### **Authorization**

Access to Pacifica's technology resources is within the sole discretion of Pacifica. Generally, employees are given access to Pacifica's various technologies based on their job functions.

#### **Use**

Pacifica's technology resources are to be used by employees only for the purpose of conducting Pacifica operations. Employees may, however, use technology resources for the following incidental personal uses as long as such use does not interfere with the employee's duties, is not done for pecuniary gain, and does not conflict with Pacifica's operations.

- 1) To use the telephone system for brief and necessary personal calls
- 2) To send and receive necessary and occasional personal communications

3) To prepare and store incidental personal data (such as personal calendars, personal address lists, and similar incidental personal data) in a reasonable manner;

4) To access the Internet for brief personal searches and inquiries provided that employees adhere to all other usage policies.

Pacifica assumes no liability for loss, damage, destruction, alteration, receipt, transmission, disclosure, or misuse of any personal data or communications transmitted over or stored on Pacifica's technology resources. Pacifica accepts no responsibility or liability for the loss or non-delivery of any personal electronic mail or voice-mail communications or any personal data stored on any Pacifica technology. Pacifica strongly discourages employees from permanently storing any personal data on any of Pacifica's technology resources.

#### **Prohibition Against Harassing, Discriminatory and Defamatory Use**

Pacifica is aware that employees use electronic mail for correspondence that is less formal than written memoranda. Pacifica does not tolerate discrimination or harassment based on gender, pregnancy, childbirth (or related medical conditions), race, color, religion, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, family care or medical leave status, veteran status, or any other status protected by state and federal laws. Under no circumstances shall employees use Pacifica's technology resources to transmit, receive, or store any information that is discriminatory, illegal, harassing, defamatory, obscene, indecent, threatening, or that otherwise could adversely affect any individual, group, or entity.

#### **Prohibition Against Violating Copyright Laws**

Employees shall not use Pacifica's technology resources to copy, retrieve, forward, or send copyrighted materials unless the employee has the author's permission or is accessing a single copy only for the employee's reference.

#### **Other Prohibited Uses**

Employees shall not use Pacifica's technology resources for any illegal purpose, in a manner contrary to the best interests of Pacifica, in any way that discloses confidential or proprietary information of Pacifica or third parties, or for personal or pecuniary gain.

### **PACIFICA ACCESS TO TECHNOLOGY RESOURCES**

All messages sent and received, including personal messages, and all data and information stored on Pacifica's technology resources (including on its electronic mail system, voice-mail system, or computer systems) are Pacifica property regardless of the content. As such, Pacifica reserves the right to access all of its technology resources including its computers, voice-mail, and electronic mail systems, at any time, in its sole discretion. No employee has authority to waive, vary or amend Pacifica's right to access its technology resources.

## **No Reasonable Expectation Of Privacy**

Although Pacifica does not wish to examine the personal information of its employees, on occasion, Pacifica may need to access its technology resources including computer files, electronic mail messages, and voice-mail messages. Pacifica may monitor its technology resources at any time in order to determine compliance with policies, for purposes of legal proceedings, to investigate misconduct, to locate information, or for any other operational purpose.

## **Passwords**

Certain of Pacifica's technology resources can be accessed only by entering a password. Passwords are intended to prevent unauthorized access to information. Passwords do not confer any right of privacy upon any employee of Pacifica. Employees are expected to maintain their passwords as confidential. Employees must not access coworkers' systems without express authorization. All passwords must be divulged to Unit General Managers or National Office staff upon request.

## **Deleted Information**

Because Pacifica periodically backs up all files and messages, and because of the way in which computers reuse file storage space, files and messages may exist that are thought to have been deleted or erased. Therefore employees who delete or erase information or messages should not assume that such information or messages are confidential or ever were confidential. If a legal dispute arises, or may arise in the future, it may be unlawful to attempt to delete or erase certain information.

## **The Internet And On-Line Services**

Pacifica provides authorized employees access to online services such as the Internet. Pacifica expects that employees will use these services in a responsible way. Under no circumstances are employees permitted to use Pacifica's technology resources to access, download, or contribute to Internet sites that contain inappropriate content such as that which is discriminatory, illegal, harassing, defamatory, obscene, indecent, threatening, or that otherwise could adversely affect any individual, group, or entity. Volunteers are also responsible for using shared computer resources safely and not downloading malware, viruses or trojans that can damage equipment. Training is available on how to use computers safely from unit technical staff. Repeated mis-use of equipment is grounds for removal of access privileges. Pacifica strongly encourages employees who wish to access the Internet for non-work-related activities to obtain their own personal Internet access accounts that are unaffiliated with Pacifica, and to use such accounts at home on their own personal computer without making any reference to Pacifica.

## **Electronic Mail Guidelines**

Employees are expected to use good judgment with respect to use of electronic mail ("e-mail"). While e-mail provides an easy manner with which to communicate, it is not appropriate to say in an e-mail something that would never be said in person or in formal correspondence. All employees should adhere to the following with respect to use of e-mail:

Always ask before sending an e-mail if it is the appropriate medium of communication. When communicating about a sensitive subject, consider whether e-mail is the appropriate medium or whether using the phone rather than e-mail might be more appropriate

Use the "front page" test. Assuming that e-mail is the appropriate medium of communication, each e-mail should be treated as a formal written document. Do not write anything in an e-mail that could not be printed on the front page of the website.

E-mail is part of the workplace environment. E-mail containing rude and insensitive comments is not only personally embarrassing, but also may serve as the basis for legal liability. Employees and managers should exercise the same care and sensitivity in communicating via e-mail as they would communicating in person or in traditional forms of writing. Offensive e-mail received from others should not be forwarded, and the recipient should ask the sender to refrain from sending inappropriate e-mail.

Provide context. As with other forms of communication, there is a risk that an e-mail message may be taken out of context. To reduce the risk that the message will be taken out of context, consider including the original message to which the reply e-mail relates.

Know your audience. When sending an e-mail, always double-check to whom the e-mail is addressed, especially when using the "reply to all" button. Ask whether it is appropriate for each addressee to receive the e-mail and whether sending the e-mail to a particular addressee will result in the unauthorized disclosure of confidential information. If in doubt, remove the doubted addressee.

Employees should understand that, if there is any concern that a court hearing a dispute involving Pacifica and a third party may require producing one's hard drive from his or her home computer, he or she should not use a home computer for Pacifica purposes. E-mail relating to Pacifica operations, even though stored on a home computer, is recoverable and discoverable in litigation.

### **Blogging Policy**

The following policy is intended to set forth the terms of Pacifica's policy on employee use of blogs and other interactive websites. This policy covers employees creating, posting, commenting, or uploading to any Internet website, any non-Pacifica external site, such as media sites, chat rooms, bulletin boards, newsgroups, discussion groups, non-Pacifica email groups, personal websites, video sharing sites, picture sharing sites, dating sites, and social networking sites (e.g. MySpace, Facebook, Twitter, etc.), whether or not such sites are set to private. Failure to follow Pacifica's blogging policy may lead to disciplinary measures, up to and including discharge.

Employees are free to create or participate in non-Pacifica social media sites and other forms of online publishing and discussion, provided that such participation does not violate any Pacifica policies, is not detrimental to Pacifica's best interests and does not interfere with an employee's regular work duties. If an employee's job is being adversely affected by time spent blogging, the employee may be subject to discipline, including immediate discharge. .

Employees blog/post at their own risk and are personally and legally responsible for their postings and online comments. Pacifica will not assume any liability or risk for an employee's blogging or posting online. The following are illustrative of the types of relevant laws implicated by blogging, but are not intended to be comprehensive: privacy, libel, defamation, harassment, copyright, data theft, disclosure of material non-public information, and disclosure of confidential or trade secret information.

When posting in a online forum, if the blog in any way identifies Pacifica or discusses Pacifica or its operations, an employee must identify himself or herself as an employee, speak in the first person, and make it clear that what is being said is representative of the employee's personal views and opinions and does not necessarily reflect the views and opinions of Pacifica. In no way may employees represent or suggest that their opinions or positions are endorsed by Pacifica or any of its managers or employees. In addition, employees should not re-publish postings or statements of other employees without making the same disclaimer that the views expressed are of an employee of Pacifica and do not reflect the positions, strategies or opinions of Pacifica.

Employees must always be in compliance with Pacifica's policies regarding non-disclosure of proprietary, confidential and personal information, especially on non-Pacifica blogs. Accordingly employees are prohibited from revealing, or making any reference to, any proprietary or confidential information, Even vague or disguised references to such information could violate Pacifica policies and applicable laws. Employees also must respect copyright and fair use laws when posting. Additionally never identify a Pacifica client, partner, vendor, supplier or affiliate by name, and never discuss the confidential information of a Pacifica client, partner, vendor, supplier or affiliate online.

Employees are prohibited from using Pacifica logos, trademarks or other intellectual property or adding a link to Pacifica's website without Pacifica's written permission. Pacifica monitors the use of its name, copyrights, trademarks, website, and other information on the Internet. Employees likewise may not post any content that is harassing, discriminatory, defamatory, threatening, disparaging, libelous or otherwise illegal or injurious.

Failure to adhere to Pacifica policies regarding blogging and online postings will be considered grounds for discipline, including immediate discharge. Any inappropriate bloggings and/or postings that violate these guidelines should be reported immediately.

#### **EQUIPMENT**

Studio and office equipment is essential to Pacifica's work. Equipment is expensive and may be difficult to replace. Please notify the Local Chief Engineer or Unit General Manager if any equipment or tools appear to be damaged. The improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in disciplinary action, up to and including discharge.

#### **MOBILE DEVICE POLICY**

Pacifica prohibits the use of all hand-held mobile devices including telephone, data, personal organizer, or other devices for work purposes while operating a motor vehicle or for personal purposes while operating a motor vehicle during work hours or on Pacifica business. Employees must adhere to all federal, state, and local rules and regulations regarding the use of mobile devices while driving.

#### **CONFLICTS OF INTEREST**

Each employee must safeguard confidential Pacifica operational information. Employees will have access to a variety of Pacifica's information, including without limitation information regarding Pacifica's current and future promotional activities; opportunities that have been or are under consideration; information regarding Pacifica's customers, partners and vendors, including without limitation employee or member contact information; all of which information is

hereinafter collectively referred to as “Operational Information.” Employees must keep confidential all Operational Information obtained from, or otherwise learned during and as a result of employment by Pacifica. Without limiting the generality of the foregoing, Employees will not use or disclose any of Pacifica’s Operational Information, other than in the course of employee’s employment for Pacifica. This restriction shall last until the information at issue is readily available publicly other than as a result of disclosure by employee; however, in no event will this restriction last less than two years from the date of termination of employee’s employment with Pacifica, for whatever reason.

Employees are expected to use good judgment and to adhere to the highest ethical standards when using or transmitting Operational Information on Pacifica's technology resources.

Confidential Operational Information should not be accessed through Pacifica's technology resources in the presence of unauthorized individuals. Similarly, confidential Operational Information should not be left visible or unattended. Moreover, any confidential Operational Information transmitted via technology resources should be marked with the following confidentiality legend: "This message contains confidential information. Unless you are the addressee (or authorized to receive for the addressee), you may not copy, use, or distribute this information. If you have received this message in error, please advise [employee's name] immediately at [employee's telephone number].

Employees should adhere to Pacifica's policy with regard to confidential Operational Information and take all appropriate measures to safeguard the confidentiality and security of such information. Employees should avoid sending confidential Operational Information via the Internet, except when absolutely necessary. Employees should also verify electronic mail addresses before transmitting any messages containing confidential Operational Information.

Further, employees shall not maintain an outside business or financial interest, or engage in any outside business or financial activity, which conflicts with the interests of Pacifica – or which interferes with the employee’s ability to fully perform his or her job responsibilities.

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

## **EXTERNAL COMMUNICATIONS**

Occasionally, employees may be contacted by outside sources requesting information about Pacifica matters, including information regarding Pacifica projects. In order to avoid providing inaccurate or incomplete information to outside sources, and the possible negative exposure that may result from providing information about Pacifica to outside sources, any employee contacted by any outside source regarding Pacifica should immediately contact their Unit General Manager or designated representative. Employees violating this policy may be subject to discipline, up to and including termination of employment.

### **Media Contacts**

If an employee is contacted by a representative from any other media organization (e.g., television, radio, or newspaper reporters), the employee should immediately refer the media representative to their Unit General Manager or designated representative. No employee may communicate with media agents regarding Pacifica without prior authorization from their Unit General Manager.

## PROGRAMMERS GUIDELINES

### Payola and Plugola

Pacifica employees cannot accept money or gifts in exchange for airing any programming. Hosts and producers may accept tickets to non-Pacifica-sponsored events as long as no promise is given to review, mention or play music in support of the event on-air.

Pacifica employees may not use any Pacifica-licensed broadcast signals for any direct or indirect financial gain. Promotion for personal gain occurs when content is selected or statements are made on the air that promote any product, service or event in which you have a financial stake or stand to financially benefit from listener participation in the event. If you have a financial interest in a small business, a performing group, a book, or a speaking engagement, you may not promote it on the air. You may allow it to be listed in a community calendar of similar events that may be of interest to station listeners, but the item must not receive more frequent or favorable mentions than any item in which you do not have a personal financial stake.

If you or any member of your family has any ownership interest in, either direct or indirect, (other than an investment in the stock of a publicly held company) or serves as an officer or director of, with or without compensation, any organization engaged in:

- 1) The publishing of music
- 2) The production, distribution (including wholesale and retail sales outlets), or manufacture of music, tapes, CD's, DVD's, recordings or transcriptions of material intended for broadcast use
- 3) The promotion or management of persons rendering artistic or production services in the entertainment field
- 4) The ownership or operation of one or more radio or television stations
- 5) The wholesale or retail sale of recordings intended for public purchase

**The conflict of interest must be disclosed freely and in a forthcoming manner on the acknowledgment page that ends this handbook. Any subsequent change in status to any of the items listed above must be reported to the Unit General Manager within two weeks of occurrence.**

Pacifica employees may not direct listeners on-air to any address, website or telephone number for any off-site business in which they have a financial interest.

Pacifica employees may mention, when working remotely, the site from which a broadcast emanates, but must not promote the venue, its products or its services on-air.

### **In accordance with Sec 73.1212**

Any Pacifica program which has received dedicated financial support from any individual, organization, or charitable foundation that is expressly restricted to support for that particular program, be it salaried compensation or the provision of funds to assist with related programming expenses or supplies, shall announce at the beginning and end of the program that the program is partially sponsored by the support of the donating individual, organization or charitable foundation.

Failure to follow payola and plugola regulations may subject the Pacifica Foundation to significant fines as the FCC licensee for the broadcast signal and is subject to discipline, up to and including discharge.

### **Indecency and Obscenity**

All employees are responsible for monitoring and avoiding the broadcasting of indecent content over Pacifica-licensed broadcast outlets. Deliberate failure to abide by this policy is grounds for discipline, up to and including discharge. In the event of an inadvertent error that results in the accidental broadcast of prohibited material, the employee is responsible for the submission of an incident report to their Unit General Manager no less than 12 hours after the inadvertent broadcast occurs. Failure to file an incident report can subject the foundation to severe financial penalties.

### **General Guidelines**

All Pacifica staff members who host or produce on-air or digital content for one or more Pacifica stations are bound by these guidelines. All program hosting or producing employees must be fully familiar with FCC requirements and prohibitions for on-air content and adhere to those. Ignorance is not an explanation. Failure to follow FCC requirements is grounds for immediate removal from broadcasting privileges.

All Pacifica-licensed stations (KPFA-Berkeley, KPFK-Los Angeles/Santa Barbara, KPFT-Houston, WBAI-New York/New Jersey, and WPFW-Washington DC/Maryland) are listener sponsored non-commercial radio stations owned and operated by the Pacifica Foundation, operating under license from the FCC and according to bylaws and regulations of the Pacifica Foundation and the station.

All on-air hosts, on-air producers, members of production collectives and producers and hosts of digital media content available on Pacifica Foundation-owned websites at [www.kpfa.org](http://www.kpfa.org), [www.kpfk.org](http://www.kpfk.org), [www.kpft.org](http://www.kpft.org), [www.wbai.org](http://www.wbai.org), [www.wpfw.org](http://www.wpfw.org), [www.pacifica.org](http://www.pacifica.org) and [www.pacificafoundation.org](http://www.pacificafoundation.org)) agree that they will operate in agreement with the Pacifica Foundation mission statement.

Including the following general principles:

Content of broadcasts will not discriminate against any person on the basis of race, ethnicity, religious affiliation or lack thereof, gender or gender affiliation, sexual orientation or national origin.

Any financial compensation or assistance with any aspects of the production of broadcasts from any funding source besides paychecks from the Pacifica Foundation (if applicable) will not be accepted prior to full disclosure and prior consent granted by the Unit General Manager.

Underwriting is not permitted by the Pacifica Foundation and neither paid nor unpaid programmers are authorized in any way, shape or form to offer, promise or provide promotional services in exchange for program-specific financial support.

Assisting with on air fundraising and with fundraising events and promotion when feasible and as requested by the Unit General Manager is required.

Meeting with the Program Director, program council or other designated personnel for evaluative purposes and to address the success and effectiveness of the show, to accept advice and instructions thereto, and to engage in training opportunities when so indicated, is required.

Reporting on the content and details of each show produced within 24 hours of completion, to the Program director or designated representative, in writing via email or on-line form, is required. Said report will include the name of the host(s), the name and organizational affiliations of the guest(s), the topic being discussed, the length of the program and time of the broadcast or time of the recording if pre-recorded.

Broadcasted material, digital media and audio materials created by employees of the Pacifica Foundation are the property of the Pacifica Foundation and all rights belong to the Pacifica Foundation, without limitation.

For broadcasted material, digital media and audio materials created by volunteers at the Pacifica Foundation, the Foundation retains all rights for rebroadcast and distribution, without limitation. Uncompensated creators may use and distribute their own material under Creative Commons non-commercial licensing:

<http://creativecommons.org/licenses/by-nc-nd/3.0/>

Trademarks, ideas, show titles, or slogans created by employees of the Pacifica Foundation are the property of the Pacifica Foundation and all rights belong to the Pacifica Foundation, without limitation.

For trademarks, ideas, show titles or slogans created by volunteers at the Pacifica Foundation, the Foundation retains all rights for rebroadcast and distribution, without limitation. Uncompensated creators may use and distribute their own material under Creative Commons non-commercial licensing:

<http://creativecommons.org/licenses/by-nc-nd/3.0/>

## **RULES OF CONDUCT**

Pacifica endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. The following are examples of some but not all conduct which may subject the offender to disciplinary action, up to and including discharge, at Pacifica's sole discretion.

- 1) Obtaining employment on the basis of false or misleading information.
- 2) Stealing, removing or defacing Pacifica's property.
- 3) Violation of the Drugs in the Workplace Policy.
- 4) Violation of the Workplace Violence Policy.
- 5) Insubordination or disobedience to a lawful management directive.
- 6) Gambling on Pacifica property.
- 7) Willful destruction to the equipment or possessions of another employee.
- 8) Violation of the Harassment Policies.
- 9) Violation of the Confidential Operational Information and Conflict of Interest Policy.
- 10) Unsatisfactory job performance.
- 11) Disrupting or interfering with Pacifica committee and governance operations, whether held on or off Pacifica property.

Obviously, not every type of misconduct can be listed. Pacifica reserves the right to impose discipline up to and including immediate discharge.

The observance of these rules, which are subject to the terms of any applicable collective bargaining agreement, will help to ensure that our workplace remains a safe place to work.

## **ATTENDANCE**

Your attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on your fellow employees. Excessive absenteeism or tardiness may result in disciplinary action, up to and including discharge.

Employees may be disciplined for failing to observe the following specific requirements relating to attendance:

- 1) Reporting to work on time, and obtaining approval to leave work early
- 2) Failing to notify a supervisor in advance of anticipated tardiness or absence.

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

## **POLICY AGAINST HARASSMENT**

### **Purpose of Policy**

Pacifica is committed to providing a workplace free of unlawful harassment. This includes sexual harassment (which includes harassment based on gender, gender identity or expression, pregnancy, childbirth, or related medical conditions), as well as harassment based on such factors as race, color, creed, religion, national origin, citizenship, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, domestic partner status, family care or medical leave status, veteran status, or any other basis protected by federal, state, or local laws. Pacifica strongly disapproves of and will not tolerate harassment of employees by managers, supervisors, or co-workers. Similarly, Pacifica will not tolerate harassment by its employees of non-employees with whom Pacifica employees have a business, service, or professional relationship. Pacifica also will attempt to protect employees from harassment by non-employees in the workplace.

### **Harassment Defined**

Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive, or hostile working environment or that interferes with an employee's work performance. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission or rejection of the conduct is used as the basis for an employment decision; or (3) the harassment interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

Harassing conduct can take many forms and may include, but is not limited to, the following : slurs, jokes, statements, gestures, assault, impeding or blocking another's movement or otherwise physically interfering with normal work, pictures, drawings, or cartoons, violating someone's "personal space," foul or obscene language, leering, stalking, staring, unwanted or offensive letters or poems, offensive email or voice mail messages.

Sexually harassing conduct in particular may include all of these prohibited actions, as well as other unwelcome conduct, such as requests for sexual favors, conversation containing sexual comments, and other unwelcome sexual advances. Sexually harassing conduct can be by a person of either the same or opposite sex.

### **Reporting And Investigating Harassing Conduct**

Pacifica understands that victims of harassment are often embarrassed and reluctant to report acts of harassment for fear of being blamed, concern about being retaliated against, or because it is difficult to discuss sexual matters openly with others. However, no employee should have to endure harassing conduct, and Pacifica therefore encourages employees to promptly report any incidents of harassment so that corrective action may be taken. Any incidents of harassment, including work-related harassment by any Pacifica personnel, must be reported immediately to the Unit General Manager, and the national office. An employee is not required to complain to the Unit General Manager if that person is the individual who is harassing the employee, but may instead report the harassment directly to the National Office. Unit General Managers who observe harassing conduct should immediately inform the National Office so that an investigation may be initiated.

Every reported complaint of harassment will be investigated thoroughly and promptly. Typically, the investigation will include the following steps: an interview of the employee who lodged the harassment complaint to obtain complete details regarding the alleged harassment; interviews of anyone who is alleged to have committed the acts of harassment to respond to the claims; and interview of any employees who may have witnessed, or who may have knowledge of, the alleged harassment. The company official responsible for the investigation will notify the employee who lodged the harassment complaint of the results of the investigation. The investigation will be handled in as confidential a manner as possible consistent with a full, fair, and proper investigation.

### **Corrective Action**

Pacifica will not tolerate retaliation against any employee for making a good faith complaint of harassment or for cooperating in an investigation. If harassment or retaliation is established, Pacifica will take corrective action. Corrective action may include, for example: training, referral to counseling, or disciplinary action ranging from a verbal or written warning to termination of employment, depending on the circumstances. With regard to acts of harassment by customers or vendors, corrective action will be taken after consultation with the appropriate management personnel.

### **Anti-Harassment Training**

Every employee is required to undergo Sexual Harassment training within his/her first three (3) months of employment and at least once every two (2) years thereafter. An employee who fails to comply with this section may be subject to disciplinary action, up to and including discharge.

## **VIOLENCE IN THE WORKPLACE**

### **Statement of Policy**

Pacifica recognizes that workplace violence is a concern among employers and employees across the country. Pacifica is committed to providing a safe, violence-free workplace. In this regard, Pacifica strictly prohibits employees, consultants, customers, visitors, or anyone else on Pacifica premises or engaging in a Pacifica-related activity from behaving in a violent or threatening manner. Moreover, Pacifica seeks to prevent workplace violence before it begins and reserves the right to address certain behaviors, even in the absence of violent behavior. Pacifica believes that prevention of workplace violence begins with recognition and awareness of potential early warning signs and has established procedures -for responding to any situation that presents the possibility of violence.

### **Prohibited Conduct**

Threats, threatening language or any other acts of aggression or violence made toward or by any employee or volunteer **will not be tolerated**. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing weapons, stalking or any other hostile, aggressive, injurious and/or destructive action undertaken for the purpose of domination or intimidation. Weapons are prohibited on Pacifica premises or at Pacifica-sponsored meetings and events. "Weapons" include any or all of the following: BB guns (loaded or unloaded), switchblades or other knives containing spring release devices, stilettos, police batons, nightsticks, or any martial arts weapon or electronic defense weapon. (*TX only - an employee who holds*

*a concealed handgun license is permitted to transport and store a lawfully possessed firearm or ammunition in a locked, privately owned automobile in any parking facility Pacifica provides for employees. Texas employees are still prohibited from bringing the weapon beyond the confines of their vehicle into any property owned or operated by Pacifica).* All potentially dangerous situations, including threats by co-workers, should be reported immediately to Unit Managers or directly to the National Office. Reports of threats will be maintained confidential to the extent maintaining confidentiality does not impede Pacifica's ability to investigate and respond to the complaints. All threats will be promptly investigated. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If an investigation confirms that the threat of a violent act or violence itself has occurred, Pacifica will take swift and appropriate corrective action up to and including immediate discharge or banning from Pacifica premises.

If you are the recipient of a threat made by an outside party, please do not hesitate to report it. It is important for us to be aware of any potential danger in our offices. Indeed, we want to take effective measures to protect everyone from the threat of a violent act by an employee or by anyone else.

#### **DRUG-FREE WORKPLACE**

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

The use, abuse, solicitation, transfer, purchase, sale, or distribution of controlled substances or drug paraphernalia by an individual anywhere on Pacifica premises, while on Pacifica business (whether or not on premises) or while representing Pacifica, is strictly prohibited. Employees and other individuals who work for Pacifica are also prohibited from reported to work or working while they are using or under the influence of alcohol or any drugs or controlled substances, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work.

At Pacifica-sponsored events, when alcohol is served, employees are expected to use good judgment and refrain from excessive alcohol consumption. Pacifica is not responsible for the acts or omissions of employees who attend such Company events. Employees are reminded to exercise good judgment at all work related events, including those sponsored by our customers, vendors, partners, and others.

Violation of this policy will result in disciplinary action, up to and including discharge. Pacifica maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation.

### **Discretion Not to Discharge**

Pacifica, at the discretion of management, may choose not to discharge an employee for a first violation of this Guideline if the employee satisfactorily participates in and completes an approved drug or alcohol abuse assistance or rehabilitation program when recommended by Pacifica.

### **Effect of Discharge on Eligibility for Rehire**

Employees who are discharged for a violation of this Guideline will not be eligible for rehire by Pacifica.

### **Off-the-Job Conduct**

This guideline is not intended to regulate off-the-job conduct, so long as the employee's off-the-job use of alcohol or drugs does not result in the employee being under the influence of or impaired by the use of alcohol or drugs while performing Pacifica-related tasks.

### **Confidentiality**

Disclosures made by employees concerning their use of drugs will be treated confidentially and will not be revealed to managers or supervisors unless there is an important work-related reason to do so in order to determine whether it is advisable for the employee to continue working. Disclosures made by employees concerning their participation in any drug or alcohol rehabilitation program will be treated confidentially.

## **INSPECTIONS AND SEARCHES ON COMPANY PREMISES.**

### **Purpose of the Guideline**

Pacifica believes that maintaining a workplace that is free of drugs, alcohol, and other harmful materials is vital to the health and safety of its employees and to the success of Pacifica's non-profit mission. Pacifica also intends to protect against the use and removal of Pacifica property. In addition, Pacifica intends to assure its access at all times to premises and property, equipment, information, records, documents, and files. Accordingly, Pacifica has established this guideline concerning inspections and searches on Pacifica premises. This guideline applies to all employees of Pacifica.

### **Definitions**

For purposes of this guideline: "Prohibited materials" means firearms, except in states where carrying a concealed weapon is authorized by law, or other weapons; explosives and/or hazardous materials or articles; illegal drugs or other controlled substances, drug-related paraphernalia; the unauthorized use or consumption of alcoholic beverages on Pacifica property; and/or proprietary and confidential information belonging to a third party that an employee is not authorized to have in his or her possession.

"Pacifica property" includes all documents, records, software, electronic codes, data, and files relating to Pacifica' and all equipment, hardware, and other property of any kind, whether owned, leased, rented, or used by Pacifica.

Pacifica premises" includes all premises and locations owned or leased by Pacifica or under the control of Pacifica, including parking lots, lockers, and storage areas.

"Possession" means that an employee has the substance or Pacifica property on his or her person or otherwise under his or her control.

### **Inspections and Searches**

In order to ensure access at all times to Pacifica property, and because employees properly in possession of Pacifica property or information related to Pacifica may not always be available to produce the property or information when needed in the ordinary course of Pacifica's operations, Pacifica reserves the right to conduct a routine inspection or search at any time for Pacifica property on Pacifica premises. In addition, Pacifica reserves the right to access at all times to information and communications stored in Pacifica computer files, and on Pacifica computers and Pacifica-licensed websites and social media sites and in employee voice mail boxes and electronic-mail systems.

Employees who refuse to cooperate during an inspection or search will be informed, that Pacifica will base any disciplinary decision on the information that is available, and that their failure or refusal to cooperate could deprive Pacifica of information that may clear them of suspicion. In addition, Pacifica reserves the right to take appropriate action to prevent the unauthorized removal from Pacifica premises of Pacifica property.

### **Disciplinary Action**

Employees who are found to be in possession of prohibited materials or employees who are found to have used Pacifica property in an unauthorized manner, will be subject to discipline, up to and including discharge

### **Confidentiality**

Managers and supervisors will make their best effort to restrict communications concerning a violation or possible violation of this guideline to persons who have an important work-related reason to know.

## **COMPLAINT/RESOLUTION PROCEDURES**

Producing and/or hosting a program at a Pacifica-licensed radio station is a privilege and not a right. Station and Executive management is responsible for the broadcast output of the licensed broadcast outlets and have total authority to decide what is broadcast and when it is broadcasted. Objections to program decisions are not covered under Pacifica's formal Complaint/Resolution Procedures. Employees covered by local bargaining units should follow the agreed-upon grievance procedures detailed in their collective bargaining agreement. The following procedures are also available to any employee.

Any employee who has a problem or complaint regarding an employment situation should take the following steps:

1. The employee should submit his or her problem or complaint in writing as soon as possible after the incident to his or her Unit General Manager. A copy of the complaint should also be filed directly with the National Office.
2. If the problem has not been satisfactorily resolved in writing within 15 working days of the incident, the employee may appeal directly to the Executive Director. The Executive Director will respond in writing within 30 days. Any decision by the Executive Director will be final.

The time limit detailed above may be extended by mutual agreement of the parties involved.

### **TERMINATION**

Pacifica employs several different classes of employees including management employees, members of collective bargaining units with supervisory responsibilities, members of collective bargaining units without supervisory responsibilities, non-union, non-managerial employees, and temporary employees. All employees, regardless of status, are subject to immediate discharge in the event of a severe violation of Pacifica policy, as defined in all bargaining agreements as “just cause”. Less severe violations of policy will, in all cases and regardless of status, be addressed with progressive discipline as described in local collective bargaining agreements. For at-will employees, including those not covered by bargaining agreements and those in management/confidential positions, a 3-step disciplinary process will apply: written warning, suspension without pay, discharge. In no circumstances will any employment contract issued by the Pacifica Foundation supersede, revise or waive the Foundation's right and responsibility to enforce the policies described in this personnel policy nor to complete a disciplinary 3-step process when judged appropriate by an at-will employee's direct supervisor.

### **VOLUNTARY TERMINATION**

Pacifica will consider an employee to have voluntarily terminated his or her employment if an employee does any of the following:

- 1) Elects to resign from Pacifica
- 2) Fails to return from an approved leave of absence
- 3) Fails to report for work without notice to Pacifica for three consecutive days.

Should you decide to leave Pacifica, we ask that you provide your Unit General Manager with at least two (2) weeks written advance notice of your departure.

## **INVOLUNTARY TERMINATION**

An employee may be terminated involuntarily for reasons that may include poor performance, misconduct, or other violations of Pacifica's rules of conduct. Notwithstanding this list of rules, Pacifica reserves the right to discharge or demote any employee with cause.

### **TERMINATION DUE TO REORGANIZATIONS, ECONOMICS, OR LACK OF WORK**

From time to time, Pacifica may need to terminate an employee as a consequence of reorganizations, job eliminations, economic downturns in business, or lack of work. Should Pacifica consider such terminations necessary, Pacifica will attempt to provide all affected employees with advance notice when practical and as pursuant to applicable federal and state laws and local collective bargaining units, as applicable. When possible, Pacifica will attempt to find another position for the employee, if one is available for which the employee is qualified or could be qualified with reasonable re-training. Employees laid off due to economic reasons (and not just cause) will be strongly considered for rehire should economic conditions improve. Employees are expected to return all Pacifica-furnished property, such as equipment, I.D. cards, keys, credit cards, documents, and handbooks. Arrangements must also be made for clearing any outstanding debts with Pacifica and for receiving final paychecks.

### **EXIT INTERVIEW**

Employees who leave Pacifica for any reason may be asked to participate in an exit interview. This interview is intended to permit terminating employees the opportunity to communicate their views regarding their work with Pacifica, including job duties, job training, job supervision, and job benefits.

### **CONTINUING COVERAGE OF MEDICAL BENEFITS (COBRA)**

Upon termination, an employee who has been covered under Pacifica's medical plan may elect to continue medical benefits at his/her own expense, although s/he may not add coverage to any individual who was not previously covered. The individual has the right to continue COBRA coverage for a period of time as defined by law, and if the individual or a dependent is disabled at the time of termination, coverage can be extended. The monthly premium and an administrative fee for COBRA coverage must be paid to Pacifica. If payment is not received in a timely manner, Pacifica has the legal right to discontinue COBRA coverage.

**ACKNOWLEDGMENT OF RECEIPT OF HANDBOOK**

PLEASE READ THE EMPLOYEE HANDBOOK AND FILL OUT AND RETURN THIS PORTION TO THE PERSONNEL DEPARTMENT NO SOONER THAN TEN (10) DAYS AFTER RECEIPT.

Employee Name: (enter name)

I acknowledge that I have received and fully read this copy of Pacifica's Employee Handbook. I understand that I am responsible for knowing and complying with the policies set forth in the Handbook during my employment with Pacifica.

I further understand, however, that the guidelines contained in the Handbook are guidelines only and are not intended to create any contractual rights or obligations, express or implied. I also understand that, Pacifica may amend, interpret, modify, or withdraw any of the provisions of the Handbook at any time in its sole discretion, with or without notice. Furthermore, I understand that, because Pacifica cannot anticipate every issue that may arise during my employment, if I have any questions regarding any of Pacifica's guidelines or procedures, I should consult my Unit General Manager.

I understand and agree that my relationship with Pacifica is guided by the policies in this Handbook and the requisite collective bargaining agreements. I understand that Pacifica may discipline me or otherwise alter the terms of my employment at any time.

I understand and agree that the terms of this acknowledgment may not be modified or superseded that no other employee or representative of Pacifica has the authority to enter into any such agreement, and that any agreement that is otherwise inconsistent with the terms of this acknowledgment will be unenforceable.

Finally, I understand and agree that this acknowledgment contains a full and complete statement of the agreements and understandings that it recites, that no one has made any promises or commitments to me contrary to the foregoing, and that this acknowledgment supersedes all previous agreements, whether written or oral, express or implied, relating to the subjects covered in this acknowledgment.

I have carefully read this acknowledgment of receipt.

I further maintain that I have no conflict of interest as described on pp of this document beyond that which I disclose here and now:

The facts and circumstances relating to a conflict of interest are as follows:

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Date:

Signed: