

Pacifica

Employee Handbook

(California Employees)

February 2019

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Notes: 1/29/19 This is version 2 of hopefully the penultimate version of The 2019 Pacifica Employee Handbook. THIS VESION HAS BEEN APPROVED BY THE PNB PERSONNEL COMMITTEE and is being submitted to the PNB for final approval .

Some of the more important changes are noted with ** to alert the reader that the text that follows has been added. The final version will have those asterisks removed.

Jan Goodman, Chair of the PNB Personnel Committee.

ABOUT THE HANDBOOK

Welcome to the Pacifica Foundation! (also referred to as “Pacifica” or the “Company”). We are glad that you have joined us. Founded in 1949, the Pacifica Foundation has licensed and operated non-commercial radio stations in major U.S. 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 government 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 throughout the United States, as well as an affiliate program with more than 300 member organizations. **Additionally, Pacifica has a National Office and the Pacifica Archives. We broadcast via satellite and Internet and have one of the most extensive and important sound archives in the world.

The policies described in this handbook are intended to provide our staff with an overview of our policies and benefits and to familiarize them with their obligations and responsibilities.

Other than the at-will relationship set forth in the next section, this handbook is not intended to be construed as a contract or to otherwise create any legally enforceable obligations on the part of the Company. Rather, it is intended to apprise you of our general policies and of some of the things that are expected of you as an employee, and about many of our procedures, practices and matters that affect your employment. All employees are expected to read and comply with all of the provisions of this handbook.

Union employees may have additional rights and responsibilities pursuant to the applicable union contract or Collective Bargaining Agreement (CBA) between the employee’s union and Pacifica.

An employee with a fully executed employment contract with Pacifica may have additional rights and remedies pursuant to that employment contract.

From time to time, as we grow and evolve, and as legislation and economic conditions dictate, there will undoubtedly be times when the policies, practices and benefits described in this handbook will have to be changed. Therefore, other than the at-will policy set forth in the following section, which cannot be changed except by a written agreement signed by the employee and the Executive Director of Pacifica, the Company must reserve the right to change, add to or eliminate the practices, policies and benefits described in the handbook at any time, with or without advance notice to you. When new policies are added or existing policies or procedures are changed, the most recent policy shall prevail and govern any new action taken.

No one other than the Pacifica National Board or the Executive Director of Pacifica, with the approval of the Pacifica National Board, may alter or modify any of the policies in this handbook. Thus, no statement or promise by any supervisor, manager or department head,

whether written or oral, may be interpreted as a change in policy nor will it constitute an agreement with the employee unless agreed to in writing by the Executive Director.

To the extent that the terms and benefits of your employment are covered by a written employment agreement signed by both you and the Executive Director, or by a Collective Bargaining Agreement if you are a union employee, the terms and benefits of your written employment agreement or by the CBA respectively, will prevail over any conflicting policies or benefits contained in this handbook. This handbook supersedes any and all prior policies and procedures of the Company, whether oral or written. It remains the property of Pacifica and is intended for Pacifica employee's personal use and reference. This handbook must be returned to Pacifica upon demand or at the time your employment ends.

Please read this handbook carefully and keep it readily available to refer to when questions arise. Where applicable, insert updated material promptly. If in doubt about whether your copy of the handbook contains the most up-to-date statements of policy, if you have any questions regarding policies, or in the event a situation arises in which the application of a policy is unclear, please do not hesitate to contact your manager for clarification and assistance.

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

We are delighted that you have chosen to join Pacifica and are committed to doing our part to provide you a satisfying work experience. We look forward to a mutually rewarding relationship.

I. EMPLOYMENT GUIDELINES

AT-WILL EMPLOYMENT

Throughout the course of your employment, you are free to leave your employment at any time, for any reason, and we reserve a similar right. Thus, both you and Pacifica will have the right to end the employment relationship at any time, with or without notice, with or without cause. This is called “employment at-will” and no one other than the Executive Director of Pacifica has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement concerning the terms of your employment that is contrary to this policy. Furthermore, such an agreement must be in writing and signed by both you and the Executive Director and authorized and approved by the Pacifica National Board.

The Executive Director may not obligate the Pacifica Foundation to any unbudgeted employment contract without PNB approval.

VERIFICATION OF STATUS

Federal immigration laws require that Pacifica verify an applicant’s identity and legal ability to work at the time he or she is hired. In keeping with this obligation, the Company must require and inspect documentation which complies with these laws and must require each applicant to complete an I-9 Form provided by the federal government. This form must be completed as soon as possible after an offer of employment is made and in no event more than three business days after an individual is hired. All offers of employment are conditioned on the employee’s ability to furnish satisfactory evidence of identity and legal authority to work in the United States.

DEFINITION OF EMPLOYMENT STATUS

Full-Time Employees

Full-time employees are those employees regularly scheduled to work a minimum of forty (40) hours per week. Full-time employees are generally eligible for all of Pacifica’s benefits programs agreed upon at date of hire once applicable service requirements are met, and subject to the terms and conditions of the applicable plan and the local bargaining unit (if applicable).

Part-Time Employees

Part-time A

Part-time A employees are employees who regularly work twenty (20) to thirty-nine (39) hours per week. Part-time A 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), or as required by law.

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 B employees are generally ineligible for Pacifica's other benefit programs unless otherwise noted in this Employee Handbook, or as required by law.

Exempt Employees

Employees whose positions meet the necessary legal requirements are classified as "exempt" from overtime requirements. Exempt employees are not covered by state and federal overtime provisions and, therefore, are not paid overtime premiums even though they may work in excess of the daily or weekly maximums for overtime. Additionally, exempt employees are not covered by laws governing rest and meal periods.

Non-Exempt Employees

Employees whose position and pay level do not meet certain legal requirements necessary for exemption from the applicable overtime laws are classified "non-exempt". Non-exempt employees are paid premium overtime rates for each hour of overtime they work. The overtime rates are specified by law.

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.

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

Temporary and Freelance Employees

Temporary employees are hired for a specific purpose or time period, and may be full-time or part-time. They are also categorized as either "exempt" or "non-exempt."

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, except as provided herein, granted on occasion, or required by law.

Employees will be informed of their initial employment classification and status as exempt or non-exempt upon commencing employment. A temporary employee will not change from temporary status to another status unless specifically informed of such a change, in writing, by management.

EQUAL EMPLOYMENT/DIVERSITY

Pacifica provides equal employment opportunity to qualified persons without regard to race, color, religious creed, national origin, citizenship, ancestry, mental disability, physical disability, age, medical condition, genetic information, marital status, military or veteran status, sex, sexual orientation, gender, gender identity, gender expression, domestic partner status or any other protected category under local, state, or federal law. Our policy applies to all phases of employment, including recruitment, placement, promotion, training, demotion, transfer, layoff, recall, termination, rates of pay, employee benefits and participation in all Company-sponsored employee activities and benefits.

OPEN DOOR

Employees are encouraged to raise their work-related concerns informally with their immediate supervisor or manager. We will attempt to keep all such expressions of concern, their investigation, and the terms of their resolution confidential, recognizing, however, that in the course of investigating and resolving the concerns some dissemination of information to others may be appropriate.

You are encouraged to raise work-related concerns with your immediate supervisor or manager as soon as possible after the event that causes the concerns. Alternatively, if you believe that your manager is not the appropriate person with whom to raise the concerns, you may raise them with the Executive Director or the National Office.

PERSONNEL RECORDS

Each employee is responsible for informing Pacifica of changes in name, address, telephone number and emergency contact and, to the extent such information affects insurance benefits and withholding amounts, changes in marital status and number of dependents. Employees who are required to drive on Company business must advise the Company of any changes in their driving record, status of their drivers' license, and changes in their automobile insurance coverage. 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.

Employees may request a copy of their personnel file by submitting a request in writing to the Unit General Manager. Employees also have the right to inspect their own personnel file at times mutually convenient to the employee and Pacifica. In order to inspect your personnel file, please contact your Unit General Manager to set up an appointment.

REFERENCES AND EMPLOYMENT VERIFICATIONS

It is the policy of Pacifica not to give detailed job references concerning present or former employees. Employees are to direct job inquiries to the Unit General Manager. No supervisor, manager, agent or other employee is authorized to provide any job reference or other information or opinion concerning any present or former employee, whether verbal or written, formal or informal. Accordingly, any employee who receives such a request or inquiry should immediately refer the matter to the Unit General Manager who will confirm the employee's dates of employment and positions held, and will provide no other information concerning any present or former employee.

If a job reference or other information is provided in violation of this policy, the employee providing such information will be acting without the Company's authorization and will be held personally responsible for any resulting liability. In addition, the employee will be subject to discipline, up to and including termination.

CONFIDENTIALITY

Employees will have access to a variety of Pacifica's information, including without limitation information regarding Pacifica's current and future promotional activities; finances; business plans; opportunities that have been or are under consideration; information regarding Pacifica's employees (past or present), members, partners, vendors, advertisers, donors, funders, directors, independent contractors, including without limitation, contact information, all of which information is 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 with Pacifica. Without limiting the generality of the foregoing, Employees employees will not use or disclose any of Pacifica's Operational Information, other than in the course of the 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 by or 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 must 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.

All employees will be expected to maintain the absolute confidentiality of all such information, both during their employment with us and after their employment with us ends. This includes an obligation not to remove or duplicate any Pacifica documents without management approval. All employees will be expected to sign a confidentiality agreement in that regard. All employees must also sign confidentiality agreements issued from time to time by the Company as a condition of continuing employment with Pacifica. Any employee who refuses to sign a confidentiality agreement will be subject to immediate termination.

Violation of this confidentiality policy or the confidentiality agreement will not be tolerated and may subject the employee to immediate termination and possible legal recourse. Any employee who has any question as to whether certain information is confidential has an obligation to discuss the issue with his or her manager prior to divulging the information. Any employee who is questioned about confidential matters by someone outside of Pacifica or his or her department should politely refer the matter to the Unit General Manager or the Executive Director. Any employee who observes anyone else breaching confidentiality should report it to the Unit General Manager, the Executive Director or the National Office.

OUTSIDE EMPLOYMENT- CONFLICTS OF INTEREST

Pacifica wishes to avoid conflicts of interest and the possible negative effect outside activities may have on an employee's job performance. If you engage in outside work, it must not detract from your job performance, be harmful to Pacifica's best interests or present a conflict of interest with your employment here. Outside employment may not involve a necessity to reassign job duties or reschedule hours of work, the use of Pacifica property, facilities, equipment or time, or employment with a competitor of Pacifica. Furthermore, outside employment or business activity of full-time employees is considered secondary to your employment with Pacifica.

If you are thinking of taking a second job, it would be wise to notify your immediate supervisor or Unit General Manager, who will discuss this opportunity with you to make sure that it will not interfere with your job at Pacifica or pose a conflict of interest.

PACIFICA TRAVEL

Employees who travel on behalf of Pacifica or one of its units will be provided full wages and benefits while traveling on business. Travel expenses that may be reimbursed by Pacifica include: airfare, train fare, taxi or rideshare fare, and 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.

TRAINING

To develop their skills with Pacifica, employees are encouraged to take courses and engage in professional and community activities. The 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.

II. WAGES AND HOURS

PUNCTUALITY AND ATTENDANCE

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

Employees may be disciplined for any of the following:

- 1) Failing to report to work on time;
- 2) Failing to obtain prior approval to leave work early; or
- 3) Failing to notify a supervisor reasonably in advance of anticipated tardiness or absence.

If you are absent for three (3) or more days due to illness or injury, you may be asked to provide a healthcare provider's note.

Unreported absences of three (3) consecutive work days generally will be considered a voluntary resignation of your employment with Pacifica.

Your attendance record will be considered when evaluating requests for promotion, transfers, leaves of absence, and approved time off, as well as when scheduling layoffs. Unsatisfactory attendance, reporting late, leaving early without approval and general lack of productivity will not be tolerated.

WORKING HOURS

Due to the nature of our business, your work schedule may vary according to business needs and your position. Your particular work schedule will be assigned by your supervisor or manager. Should you have any questions about your work schedule, please discuss it with your direct supervisor or manager.

All employees are expected to schedule personal appointments during non-working hours whenever possible. When this is not possible, you may use accrued paid vacation time or, if applicable, paid sick time. In either event, you are asked to clear your appointment with your supervisor before finalizing it. You must also notify your supervisor before leaving work for any personal appointment or other matter during working hours.

TIME CARDS

Non-exempt employees are required to record their hours on a timecard. Each day, non-exempt employees must accurately record the time they begin and end each workday, and the beginning and end of each meal period. The time card should also reflect sick days, vacation days and other absences. Time cards must be submitted bi-weekly. An employee's failure to accurately record his or her time and an employee's recording of another employee's time are serious offenses and will not be tolerated.

OVERTIME

From time to time, employees may be required to work beyond their usual work hours. Employees are expected to work overtime as needed as a condition of employment. On some occasions the need for overtime will be announced in advance, while on other occasions overtime work will be necessary due to extenuating circumstances. If you need to be excused from performing scheduled overtime, please speak with your immediate supervisor or manager.

The opportunity to work overtime is at the discretion of management and is based on departmental needs.

If a non-exempt employee works in excess of daily and/or weekly maximums, the employee will be paid overtime pay in accordance with the requirements of state, federal, and local laws. Employees must have the prior approval of their supervisor or manager before they work overtime. Please note that non-working time, including, but not limited to, paid holiday, sick or vacation time, time taken for meal periods, or time spent on personal business is not counted as hours worked for purposes of calculating overtime.

MAKE-UP TIME

Pacifica allows the use of makeup time when non-exempt employees need time off to tend to personal obligations. Makeup time worked will not be paid at an overtime rate. Employees may take time off and then make up the time later in the same workweek, or may work extra hours earlier in the workweek to make up for time that will be taken off later in the same workweek.

Makeup time requests must be submitted in writing to your supervisor on the provided form. Requests will be considered for approval based on the legitimate business needs of the Company at the time the request is submitted. A separate written request is required for each occasion the employee requests to work makeup time.

All makeup time must be worked **within a two week period before or after the time taken off. The Company's workweek is Monday through Sunday. If you request time off that you intend to make up later in the week, you must submit your request at least 24 hours in advance of the desired time off. If you request to work makeup time first in order to take time off later in the week, you must submit your request at least 24 hours before working the makeup time. Your makeup time request must be approved in writing before you take the requested time off or work makeup time, whichever first occurs.

Employees may not work more than 11 hours in a day or 40 hours in a workweek as a result of making up time that was or would be lost due to a personal obligation.

If you take time off and are unable to work the scheduled makeup time for any reason, the hours missed will normally be unpaid. However, your supervisor may arrange with you another day to make up the time if possible, based on scheduling needs. If you work makeup time in advance of time you plan to take off, you must take that time off, even if you no longer need the time off for any reason.

An employee's use of makeup time is completely voluntary. The Company does not encourage, discourage or solicit the use of makeup time.

YOUR PAYCHECK AND PAYDAYS

Paydays

Employees are paid twice monthly, on the 15th and last day of each month. If a pay day falls on a weekend or 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.

Upon resignation, an employee will be paid within 72 hours of the employee's last day of employment, unless the employee has given at least 72 hours' notice of his or her resignation, in which instance the employee will be paid on his or her last day of employment. An employee will be paid immediately if the termination is involuntary. Any accrued but unused vacation days will also be paid at the time of termination.

Payroll Deductions

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 payroll 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.

As applicable, 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 addition, the paystub will reflect an employee's use of accrued vacation, personal or other forms of paid time off for full or partial absences for personal reasons, sickness or disability.

Every effort is made to avoid errors in your paycheck. If you believe that an error in your paycheck has been made, please notify your Unit General Manager immediately. Necessary steps will be taken to research the problem and to assure that necessary corrections are made in a timely manner.

Deductions for Exempt Salaried 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 violations of written policies and procedures;
- Family and Medical Leave of 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;
- Partial day absence for sickness or disability;
- Your absence on a day because the Company has decided the facility is closed on a scheduled work day;
- Absence for jury duty, attendance as a witness, or military leave in any work 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 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.

REST AND MEAL PERIODS

All employees will be allowed a paid ten (10) minute rest period for each consecutive four (4) hours worked. Please coordinate with co-workers to ensure that adequate coverage is maintained during rest periods. Rest periods are provided so that you may take care of personal needs. Rest periods may not be extended, tacked on to lunch hours, or used to compensate for late arrivals or early departures.

Meal periods are normally thirty **to sixty (30-60) minutes and are unpaid. Without a specific request from your immediate supervisor, you are not expected to, nor should you, work through your meal period. All non-exempt employees are required to take their meal periods and must clock out and in at the beginning and end of each meal period. The scheduling of your meal period will be determined and assigned by your immediate supervisor or manager.

SALARY ADVANCES

Only employees with at least six months of service shall be eligible for a salary advance. The maximum amount of any such advance shall not exceed ½ month of salary. The cash advance will be deducted from the next paycheck or a series of upcoming paychecks as agreed to in writing by the employee and Pacifica. No more than two salary advances will be authorized in one 12 month period. Requests for advances must be approved in writing by the employee's Unit Manager and Pacifica's CFO or controller.

III. 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 vacation and holidays, and paid time off. 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 description 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 description ("SPDs") which maybe 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.

INSURANCE BENEFITS

Subject to local bargaining agreements, Pacifica provides the following benefits:

Medical and Dental Insurance

Regular full-time employees and their dependents are eligible to participate in Pacifica's medical and dental insurance plan. Pacifica pays the employee's premiums for the coverage.

Part time employees and/or their dependents are eligible to participate in Pacifica's medical and dental insurance plan. However, there may be a required employee contribution to the premiums for coverage. Premiums generally can be paid on a pre-tax basis.

Temporary and free-lance employees are not eligible for health insurance benefits.

All benefits are fully explained in documents provided to employees when hired and at the time plan documents and/or benefits change. As with all other benefits of employment, Pacifica reserves the right to modify, supplement or delete, partially or entirely, any insurance benefits provided to employees.

Life Insurance

Regular full-time employees are eligible for group life insurance. Pacifica pays for the employee's premiums.

Part time employees may be eligible 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), 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 benefits 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 the Pacifica sponsored group health plan benefits during the first 30 days of any authorized leave, unless otherwise required by applicable law or by any applicable Collective Bargaining Agreement. 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 the FMLA leave, regardless of whether he or she continued coverage under 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.

403(b) Plan (Tax-Sheltered Annuity)

Pacifica sponsors a 403(b) plan under which eligible employees can defer a portion of their salary on a tax-deferred basis. Contributions to the 403(b) plan and resulting earnings are not taxable until distributed, in accordance with federal law. Employees should contact their Unit General Manager or the National Office for more information about the 403(b) plan, including how to enroll.

Retirement Plan

Pacifica sponsors a Retirement Plan under which it may choose to make a discretionary employer contribution each year on behalf of eligible employees. Contributions to the Retirement Plan and resulting earnings are not taxable until distributed, in accordance with federal law. Employees should contact their Unit General Manager or the National Office for more information about the Retirement Plan.

(The above 2 paragraphs is wording suggested by our pension plan attorney, Freeman Levinrad of Trucker Huss, APC, Erisa and Employee Benefits Attorneys)

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 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.

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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.

Paid Family Leave (California Employees)

California-based employees may be eligible for Paid Family Leave (PFL) benefits which are 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.

PFL will provide eligible employees with a wage supplement (based on the employee's current rate of pay) for a maximum of six weeks, within a 12-month period. PFL benefits may be available for employees who take a leave of absence for the birth, placement or adoption of a child or to care for an eligible family member.

There is a seven day waiting period before benefits can be paid, and PFL is not available to employees already receiving SDI, unemployment benefits, or workers' compensation. To use PFL, 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.

Contact your Unit General Manager to arrange your leave of absence with as much advance notice as possible.

Social Security Benefits

All 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, employees may be eligible to receive state administered unemployment insurance benefits.

Workers' Compensation Benefits

All employees are covered under Pacifica's workers' compensation coverage. If an employee is injured on the job, the related medical, surgical and hospital expenses are covered by Pacifica's workers' compensation insurance. Additionally, in certain instances the employee may be eligible for partial compensation for loss of wages suffered as a result of a work-related illness or injury. Employees who wish to see their own healthcare provider in the event of a work-related injury must make such an election in writing before seeing the doctor.

If you are involved in an accident or injured on the job, even slightly, it is extremely important that it be reported in writing immediately to your supervisor or the Unit General Manager. An accident/injury report will be completed. Contact your supervisor or manager if you have any questions concerning what claims are covered and the procedure for making such claims.

Any person who files or contributes to the filing of a false workers' compensation claim is committing a crime punishable by: (1) imprisonment for up to five years; (2) a fine of up to \$150,000 or twice the amount of the fraud, whichever is greater; or (3) both imprisonment and a fine. Examples of filing a false claim include filing a claim for a non-existing injury, filing a claim for a non-work related injury or aiding a co-worker in filing a false claim. Because fraud harms employers by increasing the already high cost of insurance and harms employees by undermining the legitimacy of all workers' compensation claims, all employees should do their part in trying to halt such fraud.

VACATION/TIME OFF WITH PAY

Full-time and part time employees are eligible for paid vacations upon the completion of 90 days of employment.

Temporary and free-lance employees are not eligible for paid vacation benefits.

The vacation policy is designed to provide our employees with the opportunity to rest and get away from the everyday routine.

Vacation time is earned according to the following schedule, subject to local bargaining agreements, where applicable.

Vacation for Full-time Employees Years of Service	Monthly Accrual Rate	Annual Accrual Rate	Maximum Accrual
1 and 2	.83 day	10 days	15 days
3 through 5	1.25 days	15 days	25 days
6 and over	1.66 days	20 days	35 days

Vacation for 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 set forth above 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.

Requesting and Taking Vacation

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, with as much advance notice as possible and approved by your immediate supervisor or designated representative to assure adequate coverage of the employee's job responsibilities. Should there be conflicting requests submitted at approximately the same time, seniority will prevail in the event both requests cannot be approved.

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.

If an employee has accrued but unused vacation available at the time of his or her termination, the employee will be paid for all such accrued vacation time at the employee's rate of pay at termination.

SICK LEAVE

All employees, including part-time, per diem, and temporary employees who work at least thirty (30) days within a year are eligible for up to three (3) days or twenty-four (24) hours of paid sick leave per calendar year.

Subject to a collective bargaining agreement, if applicable, Full-timefull-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.

If you are sick or your spouse, domestic partner, child, parent, grandparent, grandchild or sibling is sick and requires your presence, or you need to seek preventive care, please let your immediate supervisor or manager know as soon as the need for the absence is known. Employees who are victims of domestic violence, sexual assault or stalking may also use sick leave for time needed to obtain or attempt to obtain any relief from a court or other agency to help ensure your or your child's health, safety, or welfare.

This policy is designed to minimize the economic hardships that otherwise might result from unexpected short-term illness or injury, from taking time to seek preventive care and from dealing with issues associated with domestic violence, sexual assault or stalking. Therefore, no sick leave benefits are paid upon termination of employment, nor can sick leave benefits be applied as extra vacation or taken as personal time. While sick leave may be carried over from year to year, an employee's total accrued sick leave may not exceed 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 accrual sick time falls below the aforementioned 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 days declared as paid holidays.

When you are out sick, you are not expected to work. On occasion, however, it may be necessary for us to reach you or for you to conduct business from your home while you are sick. Accordingly, please always leave a telephone number where you can be reached. Occasional provision of services such as this while you are sick is considered a professional obligation and is not intended to apply as a credit toward sick leave benefits.

Pacifica reserves the right to require a satisfactory statement or certificate by a healthcare provider whenever an employee misses work due to illness, injury or other disability. As an example, employees may be asked to provide verification of an illness, injury or disability, its beginning and ending dates, and/or of their ability to return to work without endangering their own safety or health or the safety or health of others. Such verification may be a condition of receiving sick leave benefits or returning to work.

Any employee receiving state disability or workers' compensation insurance payments will be eligible to receive sick leave pay only to the extent that the sum of the insurance payment and sick leave pay do not exceed the employee's regular rate of pay.

Failure to follow the above procedures, excessive absenteeism, or any fraudulent use of sick leave will not be tolerated.

HOLIDAYS

Full time and part time employees are eligible for holiday pay (subject to local bargaining agreements, if applicable). Temporary and freelance employees are not eligible for holiday pay. Generally, the following days have been designated by management as paid holidays:

New Year's Day

Martin Luther King, Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving/Indigenous People's Day

Day after Thanksgiving/Indigenous People's Day

Christmas Day

A Day of the Employee's Choice

Employees may take time off without pay or use accrued vacation for religious observances, provided they notify their manager at least two (2) weeks in advance.

For each recognized holiday, eligible employees will receive a day off with pay. However, Pacifica may, in at its discretion, require such employees to work on a scheduled holiday and compensate them for their actual services in addition to providing them with holiday pay. Hours worked on holidays will not be considered overtime hours worked unless the total hours worked on the holiday exceed the daily or weekly maximums for overtime.

In order to be eligible for holiday pay, eligible employees must work the last scheduled work day before and the first scheduled work day after the holiday or the employee's absence must be pre-approved by the employee's manager.

When an observed holiday falls on a regular work day within an eligible employee's vacation period, the employee will be paid holiday pay rather than vacation pay for that day.

UNPAID LEAVES OF ABSENCE

Disability (not including Pregnancy) Leave of Absence

For employees who are not yet eligible for Family Care, Medical and Military Family Leave, Pacifica may grant an unpaid leave of absence for illness or disability. To request a disability leave of absence, you should submit to the Unit General Manager, or have someone submit for you, a statement from your healthcare provider that you are unable to work due to illness or disability, the beginning date of the

leave, and the estimated duration of the leave. An approved disability leave may be granted for up to thirty (30) days. Whenever possible, you are required to give as much notice as possible of your pending need for disability leave of absence.

Should you be granted disability leave, your job status will be protected to the extent that we will make every effort to allow you to return to your former work, or similar work, if available, for which you may be qualified.

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Pacifica will continue to pay the health insurance premiums for the employee for the first thirty (30) days of a disability leave of absence. If additional leave is granted in the Company's sole discretion, payment of the premiums will be the responsibility of the employee.

Employees returning from disability leave will be required to submit a healthcare provider's statement certifying that the employee is released to return to work and detailing any restrictions on the employee's ability to perform his or her duties.

Pregnancy Related Disability Leave

Employees who are temporarily unable to perform their usual and customary duties due to a pregnancy, childbirth or a related medical condition, will be granted an unpaid disability leave of absence for the duration of the disability, up to a maximum of four (4) months per pregnancy, on the basis of a healthcare provider's certification that the employee is unable to work due to the pregnancy-related disability. Employees who are affected by pregnancy or a related medical condition, may request and will be granted accommodation(s) (such as modified break schedules, or transfer to a less strenuous or hazardous position or duties), if such request(s) can be reasonably accommodated and are accompanied by the employee's healthcare provider's certification that such an accommodation is medically advisable.

Pregnancy disability leave is unpaid leave. Pacifica will continue to pay the health insurance premiums during the employee's pregnancy disability leave on the same terms as it paid the premiums prior to the leave. The employee must continue to pay her share of any premiums while on pregnancy disability leave. Employees on pregnancy disability leave may apply for state disability benefits.

An employee returning to work after a pregnancy-related disability must have a written release from a healthcare provider verifying that the employee has been disabled and is now able to return to work. The release should set forth any restrictions on the employee's ability to perform her duties.

An employee who plans to take a pregnancy disability leave must provide the Unit General Manager with at least thirty (30) days' advance notice of the date on which it is anticipated that the leave will commence, the estimated duration of the leave, and the date on which the employee expects to be able to return to work. When an emergency occurs that does not allow the employee to provide advance notice of the need for the pregnancy disability leave, the employee must notify management immediately.

An employee who is released by her doctor to return to her original job after an approved pregnancy disability leave or who has previously been transferred to a less strenuous or hazardous position because of pregnancy, childbirth or a related medical condition, may return to her original job, subject to any exceptions permitted under state and federal laws. Any employee desiring further information regarding this policy may contact management or the Unit General Manager.

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Family Care, Medical and Military Family Leave

Leave Eligibility

Under the federal Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”), an employee may request an unpaid “family and medical leave” and “military exigency leave” of up to 12 workweeks in a 12 month period if the employee:

- (1) has worked for Pacifica for at least 1,250 hours during the last 12 months;
- (2) has more than 12 consecutive months of service with the Company; and
- (3) works at a worksite where Pacifica employs 50 or more employees either at the worksite or within 75 miles of the worksite.

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.

Request for Family Care and Medical Leave

Eligible employees may request FMLA/CFRA leave for one or more of the following reasons:

- (1) the birth, adoption or placement for foster care of a child (note that this type of leave is separate from a pregnancy disability leave);
- (2) to care for your child, parent, spouse, domestic partner or child of a domestic partner who has a serious health condition; or
- (3) for your own serious health condition that makes you unable to perform your job.

For purposes of this policy, a serious health condition is an illness, injury, impairment or physical or mental condition requiring either inpatient treatment at a hospital, hospice or residential care facility, or continuing treatment by a health care provider. Minor illnesses lasting only a few days or surgical procedures which are not considered to be serious health conditions are not covered by these laws.

Request for Military Exigency Leave

Eligible employees may take FMLA/CFRA leave for military exigency. "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.

Duration 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

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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

Eligible employees may take up to twelve workweeks of FMLA/CFRA leave in a 12 month period. Employees may take such leave consecutively or intermittently. Intermittent leave would be taken in instances in which the employee needs leave in blocks of time or by reducing their normal weekly or daily work schedule. Intermittent leave is allowed if:

- (1) the leave is for the serious health condition of the employee or the employee's child, parent, spouse, domestic partner or child of a domestic partner; and
- (2) the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition.

Measure of Time Under FMLA and CFRA

Leave granted under this policy will be counted as family/medical leave and will be considered as part of the 12 workweek entitlement in a 12 month period. Pacifica measures the 12 month period forward from the date the employee's first FMLA leave begins. Successive 12 month periods commence on the date of an employee's first use of such leave after the preceding 12 month period has ended. No carryover of unused leave from one 12 month period to the next 12 month period is permitted.

Overlap of FMLA/CFRA and Pregnancy Disability Leave Laws

Under most circumstances, leave under federal and state law will run at the same time and the eligible employee will be entitled to a total of 12 weeks of family and medical leave in the designated 12 month period. Leave due to the employee's a serious health condition caused by pregnancy, childbirth or related medical condition is not counted as time used under California law (CFRA), but does count as family and medical leave under federal law (FMLA). Thus, employees who take time off for pregnancy

disability and who are eligible for family and medical leave will also be placed on FMLA leave that runs at the same time as their pregnancy disability leave. Once the pregnant employee is no longer disabled, she may apply for leave under the CFRA, for purposes of bonding with her newborn.

Leave for Birth, Adoption or Foster Care Placement of Child

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Any leave taken for the birth, adoption or foster care placement of a child does not have to be taken in one continuous period of time. CFRA leave taken for the birth, adoption or placement for foster care of a child will be granted in minimum amounts of two weeks. Pacifica will, however, grant a request for a CFRA leave (for birth/placement of a child) of less than two weeks' duration on any two occasions. Any leave taken must be concluded within one year of the birth, adoption or placement of the child with the employee.

When both parents are employed by Pacifica and request simultaneous leave for the birth or placement for adoption or foster care of a child, Pacifica will not grant more than 12 workweeks total of family/medical leave between the two employees.

Notice of Need for Leave

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.

Medical Certification

Pacifica requires that an employee who requests a family or medical leave provide certification by a healthcare provider within 15 days of the request, unless it is not practicable to do so. If an employee cites his/her own serious health condition as a reason for leave, the employee must provide a certification from the health care provider stating:

- (1) Date of commencement of the serious health condition;
- (2) Probable duration of the condition; and
- (3) Inability of the employee to work at all or perform any one or more of the essential functions of his/her position because of the serious health condition.

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Pacifica may require recertification from the health care provider if additional leave is required. If a family or medical leave request is made because of the employee's own serious health condition, Pacifica may require, at its expense, a second opinion from a health care provider that the Company chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by Pacifica. If the second opinion differs from the first opinion, Pacifica may require, at its expense, the employee to obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee. The opinion of the third health care provider shall be considered final and binding on the Company and the employee.

Pacifica will require certification by the employee's health care provider that the employee is fit to return to his or her job. Failure to provide certification by the health care provider of the employee's fitness to return to work will result in denial of reinstatement for the employee until the certificate is obtained.

If the leave is needed to care for a sick child, parent, spouse, domestic partner or child of a domestic partner, the employee must provide a certification from the health care provider stating:

- (1) Date of commencement of the serious health condition;
- (2) Probable duration of the condition;
- (3) Estimated amount of time for care by the health care provider; and
- (4) Confirmation that the serious health condition warrants the participation of the employee.

Leave's Effect on Benefits

An employee taking family or medical leave will be allowed to continue participating in any health benefit plans in which he or she was enrolled before the first day of the leave (for a maximum of 12 workweeks) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. Pacifica will continue to make the same premium contribution as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins under FMLA (e.g., for pregnancy disability leaves) or under the FMLA/CFRA (e.g., for all other family care and medical leaves).

If you voluntarily choose not to return at the expiration of the leave for a reason other than your serious health condition or the serious health condition of your child, parent, spouse, domestic partner or child of a domestic partner, Pacifica can collect the cost of the medical premiums it paid on your behalf during your absence.

Leave's Effect on Pay

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

Paid leave will be substituted for unpaid leave in the following circumstances:

(1) Accrued sick leave is required to be used during Family and Medical Leave Act/California Family Rights Act leave for the employee's own serious health condition, or up to a limit of that which is accrued over six months to attend to the illness of a child, parent, spouse, domestic partner or child of a domestic partner of the employee; or

(2) Vacation and other accrued time (other than sick leave) must be used for any family/medical leave qualifying event.

Paid leave may be substituted for unpaid leave for the birth or placement for adoption or foster care of a child if mutually agreed upon by Pacifica and the employee.

Utilizing paid leave benefits will not extend the duration of your leave but, rather, will cause you to be compensated for the portion of the leave covered by these benefits.

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 most circumstances, upon return from family/medical leave, an employee will be reinstated to his or her original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave. For example, if an employee on family/medical leave would have been laid off had he or she not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In addition, an employee's use of family/medical leave will not result in the loss of any employment benefit that the employee earned before using family/medical leave.

Reinstatement after family/medical leave may be denied to certain salaried “key” employees under certain circumstances that are governed by law.

If you require further information regarding your eligibility for a leave and/or the impact of your leave on seniority and benefits, please contact your manager.

Parental Leave Under the New Parent Leave Act (California Employees)

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Employee Eligibility

To be eligible for parental leave under the California New Parent Leave Act, an employee must be ineligible for both FMLA and CFRA leave, and:

- (1) have worked for Pacifica for at least 1,250 hours during the last 12 months;
- (2) have more than 12 consecutive months of service with Pacifica; and
- (3) works at a worksite where Pacifica employs 20-49 employees either at the worksite or within 75 miles.

If eligible, you may request a parental leave of absence to bond with your baby/new child through birth or placement through adoption or foster care within 12 months following the birth or placement (documentation required).

Duration of Leave

Parental leave will be granted up to 12 weeks for the purpose of bonding with the child.

Notice and Certification

If an employee needs parental leave they are required to provide:

- 30-days’ advance notice when the need for the leave is foreseeable. If an employee cannot provide 30 days’ notice, the notice must be given as soon as practicable;
- Proof of birth or adoption.

Parental Leave’s Effect on Pay and Benefits

Parental leave is unpaid. During a parental leave, you may choose to use any previously accrued vacation hours at your discretion. Any vacation pay will be coordinated if you receive other benefit payments (e.g., paid family leave insurance under California state law), so the sum of all payments does not exceed your regular rate of pay. The balance of the leave, if any, will be without pay.

Employees on approved parental leave will be eligible for Pacifica provided premium payments for continued group healthcare coverage, if any, under the same terms and conditions as would apply had you not taken leave.

Any employee premium contributions required by Pacifica for coverage during active employment must be made by the employee to maintain coverage during the leave. Pacifica will

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provide directions for direct payment when payroll deductions cannot be made. Failure to make required employee contributions on time may result in loss of coverage.

Parental Leave's Effect on Reinstatement

Pacifica will comply with all applicable laws and local bargaining agreements if applicable, pertaining to reinstatement of employees.

Under most circumstances, upon return from parental leave, an employee will be reinstated to his or her original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave. For example, if an employee on parental leave would have been laid off had he or she not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In addition, an employee's use of parental leave will not result in the loss of any employment benefit that the employee earned before using parental leave.

If you require further information regarding your eligibility for a leave and/or the impact of your leave on seniority and benefits, please contact your manager.

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 provide leaves of absence for the purpose of organ or bone marrow donation as follows:

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- 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.

Jury And Witness Duty

Pacifica will provide employees time **paid time off to serve, as required by law, on a jury or grand jury if the employee provides reasonable advance notice. **Payment shall be the regular salary (pro rata, if the employee is part time) less time) less the amount of money paid by the state for serving on the jury.

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

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this section. Employees wishing to take time off 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 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.

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.

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.

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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.

IV. EMPLOYEE PERFORMANCE

WHAT PACIFICA EXPECTS FROM YOU

Your primary responsibility as an employee at of Pacifica is to understand your duties and perform them promptly and to the best of your ability. You are also expected to cooperate with management and your fellow employees and to maintain a positive team attitude. The result of your best efforts will be better performance for Pacifica overall and personal satisfaction for you.

You are encouraged to grasp opportunities for professional development that are offered to you. This handbook offers insight on how you can positively perform to the best of your ability to meet and exceed Pacifica's expectations.

STANDARDS OF CONDUCT

Pacifica, like all companies, maintains certain basic rules of conduct to promote efficiency, productivity and cooperation in the workplace. For this reason, we have included below a non-exhaustive list of

types of conduct that are not permitted and may lead to disciplinary action up to and including immediate discharge, and, in some instances, possible legal recourse.

Nonetheless, it should be remembered that employment is at the mutual consent of Pacifica and the employee. Accordingly, subject to any applicable collective bargaining agreement or signed employment contract, either the employee or Pacifica can terminate the employment relationship at will, at any time, with or without cause or advance notice. Specific examples of violations of standards of conduct include but are not limited to:

- i. Excessive absences or tardiness.
- ii. Absence from work without permission, notification or proper explanation.
- iii. Failing or refusing to perform work assigned to you.
- iv. Careless, unsatisfactory, or improper job performance.

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- v. Violation of good housekeeping and cleanliness procedures.
- vi. Falsifying any report or record (e.g., failing to accurately reflect hours worked or to report vacation or sick time taken).
- vii. Abuse of sick leave.
- viii. Reporting to work or working under the influence of alcohol and/or drugs.
- ix. Violation of safety regulations or actions which affect the safety of others or of Company property.
- x. Putting false information on personnel records, making false statements verbally to Pacifica, or obtaining employment on the basis of false or misleading information.
- xi. Defacing, willfully destroying, or carelessly damaging Pacifica property or the property of others.
- xii. Taking Pacifica property off of the premises without permission.
- xiii. Using or possessing weapons on Pacifica property.
- xiv. Disrupting or interfering with Pacifica committee and governance operations, whether held on or off Pacifica property.
- xv. Criminal misconduct.
- xvi. Fighting.
- xvii. Gambling on Pacifica property.
- xviii. Violation of the Harassment or Workplace Violence Policies.
- xix. Loafing or spending unnecessary time away from your job.
- xx. Theft of Company property or the property of others.
- xxi. Violation of Pacifica's Confidential Operational Information and Conflict of Interest policies.

xxii. Conducting personal business during working hours.

xxiii. Threatening, intimidating, coercing, using abusive language or otherwise interfering with the performance of fellow employees.

xxiv. Unauthorized use of Pacifica phones, machines or other Company property.

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xxv. Insubordination or disobedience to a lawful management directive.

Again, the above list is not meant to be exhaustive, but rather, to provide examples of conduct that will not be tolerated in the workplace.

PERFORMANCE EVALUATION

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.

The evaluation of an employee's performance is an ongoing process. As such, your direct supervisor is continuously evaluating your job performance. Day-to-day interaction between you and your direct supervisor should give you a sense of how your manager perceives your performance.

Wages and salary increases are based not only on merit, but also on a number of other factors, including, without limitation, your skills and experiences, current compensation trends and Pacifica's economic outlook. Length of service alone is not a basis for a wage increase. A performance review does not guarantee a pay increase, and neither a positive performance review nor the receipt of a pay increase is a guarantee of continued employment, as all non-union employees are employed on an at-will basis.

V. WORKPLACE POLICIES

POLICIES AGAINST DISCRIMINATION, HARASSMENT AND RETALIATION

Policy Against Discrimination

Pacifica is committed to providing a workplace which is free from discrimination based on race, color, religious creed, national origin, ancestry, mental disability, physical disability, age, medical condition, genetic information, marital status, military or veteran status, sex, sexual orientation, gender, gender

identity, gender expression or any other protected category. In keeping with this commitment, Pacifica maintains a strict policy prohibiting unlawful discrimination. Pacifica will not tolerate discrimination against employees, volunteers, interns, apprentices or other workers by managers, supervisors, co-workers or non-employee third parties in the workplace.

Pacifica also prohibits reprisals or retaliation against any individual who believes in good faith that discrimination has occurred and reports the alleged discrimination, or who participates in an investigation of claims of discrimination or retaliation.

Reporting, Investigation and Discipline

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Pacifica takes all allegations of discrimination very seriously. If you believe that you or any other employee has been discriminated against or retaliated against in violation of this policy, you are asked to promptly report the facts and names of the individuals involved to your immediate supervisor or 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. All supervisors and managers must report all complaints of harassment directly to the National Office so that an investigation may be initiated.

Pacifica will conduct a prompt, fair and thorough investigation of all complaints of discrimination. Anyone determined to have engaged in discrimination will be subject to appropriate disciplinary action, up to, and including, termination.

In cases involving a report of discrimination, all reasonable efforts will be made to protect the privacy of the individuals involved. In many cases, however, Pacifica's duty to investigate and remedy discrimination makes absolute confidentiality impossible. Pacifica will try to limit confidential information to those employees with a "need to know." Employees who assist in an investigation are required to keep confidential all information they learn or provide.

Policy Against Harassment

Pacifica is committed to providing a work place which is free from sexual harassment as well as unlawful harassment based on race, color, religious creed, national origin, ancestry, mental disability, physical disability, age, medical condition, genetic information, marital status, military or veteran status, sex, sexual orientation, gender, gender identity, gender expression or any other protected category. Pacifica does not tolerate harassment of employees, independent contractors, volunteers, interns, apprentices or other workers by managers, supervisors, co-workers or non-employee third parties in the workplace.

In keeping with this commitment, Pacifica maintains a strict policy prohibiting unlawful harassment, including sexual verbal, physical and visual harassment.

Harassment Defined

Harassment is unwelcome conduct that creates an intimidating, hostile or offensive working environment or that interferes with work performance. Such conduct constitutes harassment when: (i) submission to such conduct is made an explicit or implicit term of employment; (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals; or (iii) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

By way of example, all of the following types of conduct are prohibited at the Company:

- VERBAL CONDUCT relating to any protected characteristic, such as epithets, derogatory comments, slurs, comments about an individual's body or dress, dirty

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jokes, persistent requests for dates, excessive flirtation or unwanted sexual advances, invitations or comments.

- VISUAL CONDUCT relating to any protected characteristic, such as derogatory cartoons, pictures, photographs, drawings or gestures.
- PHYSICAL CONDUCT such as assault, unwanted or uninvited touching, blocking normal movement, leering or interference with work directed at an individual because of his or her sex or other protected status.
- THREATS AND DEMANDS to submit to sexual requests in order to keep a job or avoid some other loss, and offers of job benefits in return for sexual favors.

Reporting, Investigation and Discipline

If you believe that you or any other individual has been harassed, whether by an employee or non-employee, you must promptly report the facts and the names of the individuals involved 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. Any supervisor or manager who learns of or observes harassing conduct should immediately inform the national office so that an investigation may be initiated.

Every complaint of harassment will be thoroughly and promptly investigated. After the conclusion of the investigation, Pacifica will make a determination as to the appropriate action to be taken in response to the complaint of harassment. Any employee determined to have engaged in any form of unlawful

harassment will be subject to appropriate disciplinary action, up to and possibly including termination. Pacifica's determination and any related disciplinary action will be communicated to the complaining employee, to the alleged harasser and, as appropriate, to others directly involved. Pacifica will also take corrective action and reasonable steps to deter any future harassment.

In cases involving a report of harassment, all reasonable efforts will be made to protect the privacy of the individuals involved. In many cases, however, Pacifica's duty to investigate and remedy discrimination makes absolute confidentiality impossible. Pacifica will try to limit confidential information to those employees with a "need to know." Employees who assist in an investigation are required to keep confidential all information they learn or provide.

With regard to acts of harassment by customers or vendors, corrective action will be taken after consultation with the appropriate management personnel.

Policy Against Retaliation

Pacifica will not tolerate retaliation in any form against any employee or other individual who believes in good faith that discrimination or harassment has occurred and reports such conduct, or who truthfully cooperates in a discrimination investigation. Employees should report

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any suspected retaliation without delay to the Unit General Manager or the National Office.

All reasonable efforts will be made to protect the privacy of the individuals involved. In many cases, however, Pacifica's duty to investigate and remedy discrimination and retaliation makes absolute confidentiality impossible. Pacifica will try to limit confidential information to those employees with a "need to know." Employees who assist in an investigation are required to keep confidential all information they learn or provide.

State Enforcement Procedure

Complaints of harassment, discrimination, or retaliation may also be directed to the California Department of Fair Employment and Housing ("DFEH"), which has the authority to conduct investigations of the facts and to order relief in meritorious cases. You may contact the nearest DFEH by checking the employment posters in the office or the DFEH's website at www.dfeh.ca.gov.

REASONABLE ACCOMMODATIONS FOR DISABILITIES

Pacifica makes reasonable accommodations for applicants and employees with disabilities as required by law. An applicant or employee is considered to have a disability if he or she has a physical or mental impairment that limits one or more major life activities.

Any individual who needs reasonable accommodation in order to perform the essential duties of their job should make their need for and type of accommodation known to the Unit General Manager. Pacifica may ask the employee to submit supporting documentation from a medical practitioner.

Pacifica will engage in an interactive process with the applicant or employee to determine appropriate reasonable accommodations (which may or may not be exactly what the employee requested) to enable

the employee to perform the essential functions of the job. To the extent such reasonable accommodations will not pose an undue hardship, Pacifica will make the accommodations.

VIOLENCE IN THE WORKPLACE POLICY

Policy Against Violence in the Workplace:

Pacifica recognizes that workplace violence is a growing concern among employers and employees across the country. Pacifica is committed to providing a safe, violence-free workplace and strictly prohibits employees, consultants, customers, visitors or anyone else on Pacifica premises or engaging in a Company-related activity from behaving in a violent or threatening manner.

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As part of this policy, Pacifica seeks to prevent workplace violence before it begins and reserves the right to deal with behavior that suggests a propensity towards violence even prior to any violent behavior occurring. Every verbal or physical threat of violence must be reported immediately to the Unit General Manager or the Executive Director, who will conduct an investigation and take appropriate corrective action. Compliance with this anti-violence policy is a condition of employment. Employees who violate this policy, who engage in or contribute to violent behavior, or who threaten others with violence will be subject to disciplinary action, including immediate termination and possible referral to law enforcement authorities.

Investigation

In situations where an employee becomes aware of an imminent act of violence, a threat of imminent violence, or actual violence, emergency assistance must be sought immediately. In such situations, the employee should immediately contact law enforcement authorities.

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the Company will inform the reporting individual of the results of the investigation. To the extent possible, the Company will maintain the confidentiality of the reporting employee and of the investigation, but may need to disclose results in appropriate circumstances (for example, in order to protect individual safety). The Company will not tolerate retaliation against an employee who reports workplace violence. The Company reserves the right to inspect all Company property, including but not limited to lockers, desks, vehicles and other property, to ensure compliance with its rules and regulations without notice to the employee and/or in the employee's absence.

Discipline for Workplace Violence

If the Company determines that workplace violence has occurred, appropriate discipline will be imposed on the offending employee, up to and including termination of employment. If the violent behavior is that of a non-employee, the Company will take appropriate action. Violation of this policy may also result in criminal and/or civil liability.

SUBSTANCE AND ALCOHOL ABUSE

Pacifica is sensitive to the problem of alcoholism and drug addiction. However, such problems must not affect work performance. Pacifica maintains a strong commitment to providing a safe, efficient and productive work environment. In keeping with this commitment, Pacifica has a strict policy regarding the inappropriate use and possession of drugs and alcohol. The use, possession, transfer, distribute distribution or sale of alcohol or any drug for non-medically approved purposes is prohibited while on Company property, while on duty or while operating a vehicle or potentially dangerous equipment that is owned or leased by Pacifica. In addition, no employee may report to work or remain on duty or on on-call status while under the influence of or impaired by alcohol or drugs. For purposes of this policy, a drug will be considered an illegal drug if its use or possession is prohibited or restricted by law and an employee improperly uses or possesses the drug, regardless of whether such conduct constitutes an illegal act. (Does this mean

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that an employee who abuses prescription drugs that are not illegal can be 'high' at work because the drug is legal? This should be clarified, although it is addressed further later in this handbook.)

Pacifica may reasonably accommodate any employee who voluntarily wishes to enter and participate in an alcohol or drug rehabilitation program, provided such reasonable accommodation does not impose an undue hardship on Pacifica. Pacifica will not accept drug or alcohol dependence or use as an excuse for poor performance, chronic absenteeism, tardiness or other violations of Company policies and procedures. Pacifica, at the discretion of management, may choose not to discharge an employee for a first violation of this policy if the employee satisfactorily participates in and completes a drug or alcohol abuse assistance or rehabilitation program when recommended by Pacifica. Furthermore, where the Company has reasonable cause to believe an employee is under the influence of illegal drugs or alcohol while at work or is involved in distributing illegal drugs at work, Pacifica reserves the right to order an investigation of that employee which may include an immediate drug test as authorized by law.

This guideline is not intended to regulate legal 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 duties.

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 reporting 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

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not request an accommodation to avoid discipline for a policy violation.

WHISTLEBLOWER POLICY

Pacifica encourages all employees to disclose any malpractice or misconduct (whistle blowing) of which they become aware and Pacifica will provide protection for employees who report allegations of such malpractice or misconduct.

All allegations are thoroughly investigated and suitable action taken where necessary. Any whistle blowing employee is protected against adverse employment actions (discharge, demotion, suspension, harassment, or other forms of discrimination) for raising allegations of business misconduct. An employee is protected even if the allegations prove to be incorrect or unsubstantiated. Employees who participate or assist in an investigation will also be protected. Every effort will be made to protect the anonymity of the whistleblower; however there may be situations where it cannot be guaranteed.

Examples of Misconduct

- A criminal offense;
- The use of deception to obtain an unjust or illegal financial advantage, either for the business unit or personally;
- Intentional misrepresentations directly or indirectly affecting financial statements;
- A failure to comply with any legal obligations;
- Danger to the health and safety of any individual;

- A serious breach of fundamental internal control;
- Discriminatory behavior such as sexual harassment, harassment based on gender, sexual orientation, age, race, nationality, or religion,
- Serious non-professional or non-ethical behavior; and,
- The deliberate concealment of information tending to show any of the matters listed above.

Procedures for Reporting

An employee who reasonably believes that inappropriate business conduct is occurring should raise the issue with his/her manager or if this is considered inappropriate the issue should be raised with his/her senior manager. If the employee is not comfortable in reporting to his/her manager or senior manager, the conduct or activity should be reported to one of the current Designated Executives as listed below.

The whistleblower may report the issue to any one of the current Board of Directors listed. It will be the responsibility of the Designated Executive who receives the allegation to initiate the inquiry. All incidents of whistle blowing to a Designated Executive have to be reported to the Board Formatted: Not Expanded by / Condensed by

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Secretary who has to report the occurrence to the Board President.

Investigation

Once the claim of malpractice or misconduct is made, the manager, senior manager or Board member will respond to the whistleblower promptly, setting out the intended investigation plan. An investigation may include internal reviews, reviews conducted by the external auditor(s) or lawyer(s) or some other external body.

Once the investigation is complete, the appropriate company representative will inform the whistleblower of the results of the investigation as well as any corrective steps that are being taken.

If requested by the whistleblower, all reasonable steps will be taken to protect the anonymity of the whistleblower. However, under certain circumstances, to assist with the investigation the individual's identity may become known or needs may need to be revealed.

If the claim of malpractice or misconduct is substantiated, appropriate disciplinary action will be taken against the responsible individual(s) up to and including termination of employment.

No Retaliation

Any act of retaliation or victimization against the whistleblower will result in disciplinary action, up to and including termination of employment.

Employees who believe they are being penalized in any way for whistle blowing or who believe that there has been a cover up of the action disclosed or who do not consider that they have had a satisfactory response to their disclosure should write to or notify a designated executive.

The malicious use of the whistle blowing policy will result in disciplinary action against the whistle blowing complainant, up to and including termination of employment.

External Disclosure

While internal disclosure is encouraged at all times, an employee may be of the view that there is an exceptionally serious issue that warrants reporting to an external body. This disclosure must be in good faith and not for the purposes of personal gain.

Whistleblowing Policy Designated Executives:

PNB Chair

PNB Vice Chair

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PNB Secretary

PNB Executive Director

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.

PERSONAL APPEARANCE AND GROOMING

While Pacifica has no formal dress code, it expects all employees to dress in a manner consistent with good hygiene and in accordance with accepted social and business standards. 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 creams, etc. If your manager feels your attire is inappropriate or you are wearing perfume or other substances that adversely affect coworkers, you may be asked to leave your workplace to go home to change clothes or eliminate the product causing others harm. You will not be paid for time missed from work for this purpose.

HOUSEKEEPING AND CLEAN WORKSPACE POLICY

Neatness and good housekeeping are signs of efficiency. You are expected to keep your work area neat and orderly at all times. Easily-accessible trash receptacles and recycling containers are located

throughout the office. Please put all litter and recyclable material in the appropriate receptacles and containers. Always be aware of good safety standards, including fire and loss prevention. Please report anything that needs repairing or replacing to the Unit General Manager or immediate supervisor.

SMOKING POLICY

In accordance with California law and for the health and safety of our employees, smoking is prohibited at the premises throughout the workplace, except in designated areas outside of the building. This policy applies equally to all employees and visitors subject to state and local laws.

POSTAGE AND COPIER USE

Company stationery and postage are not to be used for personal purposes at any time. Company copiers are not to be used for personal purposes unless approved in advance and proper procedures are followed for reimbursing the Company. Failure to reimburse the Company for personal photocopying will be viewed as theft of Company property.

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CELLULAR TELEPHONE AND ELECTRONIC DEVICE POLICY

We recognize that cellular telephones, PDAs, tablets and other electronic devices are useful devices for conducting personal and company business. We are concerned, however, about the risks inherent in making phone telephone calls, texting or otherwise using such devices while driving. Consequently, we must insist that, except in instances of absolute necessity, employees refrain from utilizing electronic devices while driving on company business. If circumstances require that you utilize such a device while driving on company business, you must pull over to the side of the road or, if you are unable to pull over safely, utilize a hands-free option. Violation of this policy will result in disciplinary action, up to and including termination. Employees will be responsible for any citations issued for using electronic devices while driving.

ILLNESS AND INJURY PREVENTION PROGRAM

Pacifica promotes safety in the workplace and requires every employee to understand the importance of such safety. In this regard, Pacifica has established an "Injury and Illness Prevention Program." The Unit General Manager is responsible for administering and implementing this program.

Compliance with the safety requirements outlined in the Injury and Illness Prevention Program is an important aspect of each employee's employment and will be evaluated, together with other aspects of the employee's performance, as part of the performance appraisal process. Because of the importance of these safety considerations, any employee who violates safety standards, causes hazardous or dangerous situations, or who allows such dangerous situations to persist when they could be effectively remedied is subject to disciplinary action up to and including termination.

Employees are required to read and retain a copy of the Company's Injury and Illness Prevention Program, which advises each employee of the procedures to be used to identify and report unsafe

conditions. Employees occasionally may be required to assist or participate in inspections, training programs, activities and the correction of unsafe or unhealthful conditions. Full cooperation of all employees is mandatory.

Employees should direct any questions they have about their obligations concerning the Injury and Illness Prevention Program or Pacifica's safety policies to the Unit General Manager or the Executive Director.

SAFETY RULES

Safety is everybody's business. Safety is to be given primary importance in every aspect of planning and performing all of the Company's activities. We want to protect you against industrial injury as well as minimize the potential loss of production. Please report all injuries (no

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matter how slight) and near injuries to your manager immediately. Please also report to your manager anything that needs repair or may be a safety hazard.

We have set forth below some general safety rules with which all employees are expected to adhere:

- Avoid overloading electrical outlets with too many appliances or machines.
- Use flammable items, such as cleaning fluids, with caution.
- Walk, do not run.
- Use stairs one at a time.
- Ask for assistance when lifting heavy objects or moving heavy furniture.
- Smoke only in designated areas outside of the building.
- Keep cabinets doors, file and desk drawers closed when not in use.
- Sit firmly and squarely in chairs that roll or tilt.
- Avoid "horseplay" and practical jokes.
- Avoid stacking materials at unsafe heights.
- Take appropriate measures to ensure the safety of fellow employees.

Remember, failure to adhere to these rules will be considered an infraction of safety rules and will result in disciplinary action.

COMPANY PROPERTY

Filing cabinets, desks, and lockers are considered work areas which belong solely to Pacifica. Pacifica reserves the right to enter and/or inspect all such work areas without advance notice to employees. Similarly, all computers, related hardware and software, telephones, voice mail and e-mail systems are considered work areas which belong solely to Pacifica.

Pacifica reserves the right to enter and/or inspect all such work areas and to access the information contained on those systems at any time, without advance notice to employees. Thus, management may, in its sole discretion, periodically monitor, review, audit or control any aspect of access to or use of Company computer resources and voice mail systems (e.g., any voice mail box, computer equipment, system, terminal, network, software, data, documentation or file, including individual employee computer files). Accordingly, employees should avoid utilizing outgoing voice mail messages which indicate to callers that their incoming messages will be private.

While employees may store routine personal information, such as appointment calendars, on their computers, employees may not use Pacifica's computers to work on their own behalf or on behalf of another employer, either during or after work hours, without advance written permission of the Unit General Manager. Pacifica must have access to all personal passwords at all times.

Pacifica also reserves the right to search any personal property brought onto or taken off of Company property by employees without prior announcement. If employees wish to avoid such

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inspections, they should refrain from bringing packages or other articles to work or taking them from work.

COMPUTER USAGE AND SECURITY

Pacifica's computer system, including hardware, software and data files, must be operated in a secure environment and not be misused.

All computer programs or data purchased or licensed by or developed for Pacifica are the property of the Company or its licensors and must be promptly returned to the appropriate person at Pacifica upon project completion or termination. In no event shall any computer program, data, documentation, listing, source code, or object code be sold, licensed, duplicated, released or loaned to individuals or entities outside of Pacifica. Any employee who learns of any misuse of hardware, software, documentation or data within the Company must notify the Unit General Manager or Executive Director. Employees may not install software onto the Company's computer systems unless instructed to do so by the Unit Manager.

Any employee whose employment with Pacifica has terminated or whose duties no longer require use of Company computer systems or access to Pacifica data must return to his or her manager all Company property and equipment used in connection with Pacifica's computer systems. Such items include, without limitation, keys, identification cards and badges, software, manuals, documentation, disks, tapes, and source listings.

TECHNOLOGY USE AND SECURITY POLICY

Technology resources consist of all electronic devices, software, and means of electronic communication including 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, voicemail systems, and instant messaging systems. Pacifica makes the electronic mail (e-mail) system and Internet access available to its employees for conducting Company-related business.

The records created through the use of these systems are the property of Pacifica. Internet access (including e-mail) is provided to assist and facilitate business communications and work-related research. These services are for legitimate business use in the course of the employee's assigned duties. While limited personal use of these systems is acceptable, under no circumstances shall these systems be used for solicitation for religious, political or charitable purposes, or for advertising for personal enterprises. All materials, information and software created, transmitted, downloaded or stored on Pacifica's computer system are the property of the Company and may be accessed only by authorized personnel.

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Inappropriate Internet and e-mail use includes transmitting harassing, offensive, obscene or unprofessional messages; accessing any site that is sexually or racially offensive or discriminatory; displaying, downloading or distributing any sexually explicit material; and transmitting any of Pacifica's confidential or proprietary information, including client data or other materials covered by Pacifica's confidentiality policy.

Employees should not consider their Internet usage or e-mail communications or company phone voicemails to be private. To the contrary, Pacifica reserves the right to monitor the use and operation of the e-mail, Internet, and voicemail systems to access all of the records within them, to retain or dispose of records as it deems necessary, and to track employee use of the Internet, including sites visited and frequency of use. Pacifica must have access to all personal passwords at all times.

****Employees/Staff must follow the Pacifica Acceptable Use Policy.**

Further General Guidelines:

- The primary e-mail rule: The content of your e-mail messages should be appropriate for a formal memo or letter. You should always assume that any message you write, business or personal, will be recorded permanently and could be made public.
- Always comply with company policies. E-mail or Internet use that violates any of the Company's policies, including those prohibiting discrimination and harassment, will not be tolerated.
- Be polite. Remember that readers do not hear the tone of your voice when they read your message. A message you believe to be efficient and clear could be interpreted as curt and brusque.
- Edit your messages. Carefully proofread all messages and use the spell-check feature as needed. Although messages without capitals and proper punctuation are fairly common in e-mail, we discourage sending messages which are not grammatically correct.

- If you would not say it in person, do not say it in e-mail. E-mail must not be used to send angry or rude messages which fail to consider the interpersonal relationships involved and standards of courtesy and professionalism.
- Do not use e-mail when you should use the telephone. E-mail provides an efficient means for having brief exchanges of information. However, please keep in mind that a short conversation will generally be more efficient than exchanging several e-mail messages.

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- Do not access or forward offensive material. The Company will take immediate and appropriate disciplinary action against any employee who accesses Internet sites which contain information that is inappropriate for the workplace, such as sites containing sexually explicit content or games. Additionally, sending or forwarding offensive jokes, cartoons, racial or ethnic slurs, or inappropriate comments is strictly forbidden. The prohibitions against discrimination, harassment and retaliation in this Handbook apply to any computer usage, including email e-mail and internet use.
- Internet e-mail is not secure. While not common, there is always the potential for any Internet message and any documents or files which are attached to the message to be intercepted and read.
- Protect confidentiality. Never send or disclose messages containing confidential or proprietary information to anyone who does not have a right to know. Also, never access the files or communications of others unless you have a legitimate business purpose and authorization to do so.
- Deleting does not always mean destroying. The Company's entire e-mail system is backed up at regular intervals. Never assume that an e-mail message you have deleted is deleted for all purposes. A message deleted from your "in-box" may be available elsewhere on the system. Internet e-mail sent outside of the Company may remain on the recipient's system indefinitely.
- Never divulge your system login ID or password. If a request appears asking for your system login ID or password (or any other personal information), do not release the information to anyone other than an authorized representative of the Company.
- Use caution before downloading any file from the Internet. Keep in mind that you are on the Company's computer system and the downloading of files may put the Company's entire system at risk. For example, Microsoft Word or PDF documents can be embedded with destructive macros. Virus scan all files and documents received as attachments to e-mails or downloaded from the Internet before accessing them.

- Avoid copyright infringement. The e-mail or Internet systems may not be used for unlawful activities, including sending copyrighted materials in violation of copyright laws or license agreements, or misusing software trial versions, shareware and any other software programs.

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- Avoid unauthorized representations. Only authorized employees may communicate on the Internet on behalf of the Company. Employees may not express opinions or personal views that could be misconstrued as being those of the Company, including in e-mails, on blogs and on social media sites, such as Facebook, Twitter and Linked-In.

Violation of any of the policies and guidelines regarding use of the e-mail and Internet systems may result in loss of computer access and/or disciplinary action, up to and including immediate termination of employment. If necessary, Pacifica will advise appropriate law enforcement authorities of any unlawful activities.

BLOGGING AND ON-LINE POSTING 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 e-mail groups, personal websites, video sharing sites, picture sharing sites, dating sites, and social networking sites (e.g. Instagram, 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 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 infringement, data theft, disclosure of material non-public information, and disclosure of confidential or trade secret information.

When posting in an 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,

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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.

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.

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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; and
- 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 **or website in which they have a financial interest or stand to make financial gain (For example their personal website, on which they ask for donations to themselves to support their show, or to ask for donations or sell other items.) which.

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

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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 more 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, KPFB-Fresno, KPFB-Los Angeles/Santa Barbara/Southern California, KPFT-Houston, WBAI-New York/and the Tri-State Area, and WPFW-Washington DC/Maryland/**Virginia) 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, www.kpfk.org, www.kpft.org, www.wbai.org, www.wpfw.org, www.pacifica.org and 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 **or belittle 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 aspect of the production of

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broadcasts or purely personal remuneration from any funding source besides paychecks from the Pacifica Foundation (if applicable) **or personal gifts, privileges, consideration or other remuneration of any sort may not be accepted prior to full disclosure and prior consent granted by the Development Director and or Unit General Manager

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**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 e-mail 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. **This includes entering relevant information regarding all musical recordings onto the logging system provided by the station.
- 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 a Creative Commons non-commercial licensing agreement or such other mutually agreeable contract. **A copy of the agreement relating to such work shall be signed by each volunteer that may assert such right to reproduce said work, If no such contract is signed, said volunteers agree to divide any proceeds from any sale of the material, 50% to the Pacifica Foundation or the station which originally broadcast said material and 50% to the volunteer/s who created the material.

- 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

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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:

INSPECTIONS AND SEARCHES ON COMPANY PREMISE

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

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Inspections and Searches

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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.

EMPLOYMENT OF RELATIVES

Relatives of present employees may be hired by Pacifica only if: (1) The individual concerned will not work in a direct supervisory relationship with one another and (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. 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.

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NATURAL DISASTERS

In the event of a natural disaster such as earthquake, fire, flood, etc., Pacifica may be closed if a building is damaged or highways leading to 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 written permission of the Unit General Manager. This policy applies equally to all employees and visitors.

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".

**For at-will employees, including those not covered by bargaining agreements and those in management/confidential positions, employment may be terminated at any time, with or without cause and with or without notice. Pacifica does not have to follow a progressive discipline process for at-will employees.

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 without adequate notification and request for an extension of leave;
- 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.

ACKNOWLEDGMENT OF HANDBOOK

ALL EMPLOYEES MUST READ AND FILL OUT THIS ACKNOWLEDGMENT PAGE AND RETURN IT TO THE COMPANY UPON RECEIPT OF A COPY OF THE PACIFICA EMPLOYEE HANDBOOK.

Employee Name: _____

I acknowledge that I have been given a copy of the Pacifica Employee Handbook which became effective in February, 2019. I understand that I am expected to read, understand and adhere to its policies. I agree to familiarize myself with the material in the Handbook.

I also understand that, other than the at-will policy which is set forth in this Handbook and reiterated in the paragraph below, the statements contained in this Handbook are not intended to create any contractual or other legal obligations. I further understand that, other than the at-will policy, the Company may change, rescind or modify any policies, benefits or practices described in the Handbook at any time, in its sole and absolute discretion, with or without prior notice. When new policies are added or existing policies or procedures are changed, I understand that the most recent policies shall prevail and will govern any new actions taken.

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 I am free to leave my employment at any time, for any reason. Except as set forth in a collective bargaining agreement, if applicable to me, Pacifica has a similar right to end our employment relationship at any time, with or without advance notice, and with or without cause. I understand that this is called "employment at-will" and that no one other than Pacifica's Executive Director has the authority to alter this arrangement, to enter into an agreement of employment for a specified period of

time, or to make any agreement contrary to this policy. Furthermore, if the Executive Director makes such an agreement with me, I understand that it must be in writing and signed by me and the Executive Director and authorized and approved by the Pacifica National Board.

To the extent that the terms and benefits of my employment are covered by a written employment agreement signed by the Executive Director and me, I understand that the terms and benefits of my written employment agreement will supersede any conflicting policies or benefits contained in this Handbook. I further understand that if the terms and conditions of my employment are not covered by a written employment agreement, the terms and conditions set forth in this Handbook, and as amended from time to time, shall control.

Finally, I understand and agree that this acknowledgement 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 acknowledgement supersedes all previous agreements, whether written or oral, express or implied, relating to the subjects covered in this acknowledgement.

I have carefully read this acknowledgement of receipt.

I further maintain that I have no conflict of interest as described in this Handbook beyond that which I disclose here and now: The facts and circumstances relating to a conflict of interest are as follows:

Date: _____ Signed: _____