Purpose: The purpose of this item is to adopt the revisions to the Employee Handbook enhancing employee benefits, organizational compliance with recently enacted legislation and provides clarification to existing provisions.

Issues: L.A. LOMOD employees are at-will and are not considered part of the competitive civil service system. They may be removed from employment with no right to appeal. Employees serving in these positions do not accrue seniority or property rights.

The current L.A. LOMOD Employee Handbook was written and adopted on December 19, 2017 made effective on January 1, 2018. Since then, there have been substantive changes to state and federal laws affecting employee’s rights and benefits, including changes to harassment training requirements, paid family leave, accommodation requirements and protected leave definitions.

In addition to bringing the Employee Handbook into legal compliance, L.A. LOMOD is proposing the following enhancements to employee benefits to remain competitive in the job market:

- Increase leave accrual rates and caps;
  - 0 to 5 years: 127.92 hours to 130 hours annual accrual; 200 hour to 220 hour annual cap
  - 6 to 10 years: 143 hours to 156 hours annual accrual; 220 hour to 240 hour annual cap
  - 11+ years: 169 hours to 182 hours annual accrual; 240 hour to 260 hour annual cap
- Increase general leave buy-back limit from 80 hours to 160 hours; and
- Increase 401k employer contribution from three (3) to four (4) percent.

L.A. LOMOD is clarifying several provisions in the Employee Handbook as well as updating language to comply with recently enacted laws. Below are examples of the amendments included in the revisions:

- Updating L.A. LOMOD’s policy against discrimination, harassment and retaliation to include abusive conduct/bullying in the workplace, training requirements for all staff. Expanded the definition of “race” under the Fair
Employment and Housing Act. (Gov. Code § 12926.) “Race” will include “traits historically associated with race, including, but not limited to, hair texture and protective hairstyles and other information required for compliance.

- Establishes lactation break time, location, and accommodations to comply with current laws; California Senate Bill 142 amends California Labor Code section 1030, et seq., significantly expanding an employer’s obligation in providing lactation accommodations.

- Expanding the eligible family member covered by the California Family Rights Act (“CFRA”) (Government Code 12945.2) to include a designated person.

- Clarifying eligible employees’ rights under Pregnancy Disability Leave which allows for additional baby-bonding time pursuant to the provisions set forth in the California Family Rights Act.

- Removing the requirement to use accrued paid time off before being eligible for Family Paid Leave.

- Adding Organ and Bone Marrow Donation leave protected by AB1223.

- Clarifying California Elections Code section 14001 which covers Voting Time.

- For those on alternative work schedule, clarifies the work week schedule.

- Clarifies expectations for last minute absences and make-up time.

- Defines job abandonment.

- Clarifying partial day and full day absences for non-exempt and exempt employees.

- Adds Juneteenth Day as a paid holiday.

- Clarifying holiday pay for employees on alternative work schedules requiring employees to use one hour of leave or floating holiday.

- Clarifying floating holiday hours may be used at any time.

- Clarifying paid sick leave for part-time or temporary employees will be paid at their current rate of pay.

- Adding Workers’ compensation leave will run concurrently with FMLA and CFRA.

- Clarifying Jury Duty Procedures.

- Granting new employees in their introductory period unpaid bereavement leave, eligible to use floating holidays.

- Identifying L.A.LOMOD’s commitment to annual performance evaluations and clarifying its process.

- Amending teleworking as a condition of employment.
- Clarifying the dress code expectations.
- Clarifying L.A. LOMOD’s commitment to zero tolerance for violence in the workplace.

These revisions as well as minor editorial changes are also included in Attachment 1, Employee Handbook with Redlined Revisions. The Handbook was written by and all proposed revisions were approved by the Housing Authority of the City of Los Angeles’ (“HACLA”) Human Resources Department.

**Funding:** The Chief Administrative Officer of the Housing Authority of the City of Los Angeles confirms the following:

_Source of Funds:_ L.A. LOMOD receives Section 8 administrative fees under the Performance-Based Contract Administration (“PBCA”) Annual Contributions Contract (“ACC”) for administering Housing Assistance Payments to owners of Section 8 project-based buildings.

_Budget and Program Impact:_ The administrative fees received cover all expenditures. The proposed FY2023 includes sufficient funds for all staff salaries and benefits.

**Attachment:**

1. Employee Handbook with Redlined Revisions
2. Proposed Employee Handbook
3. Resolution
RESOLUTION NO.______________

RESOLUTION APPROVING AND ADOPTING THE REVISED LOS ANGELES LOMOD CORPORATION EMPLOYEE HANDBOOK AUTHORIZING THE DEVELOPMENT AND IMPLEMENTATION OF PROCEDURES IN FURTHERANCE OF THE PROVISIONS OF SAID EMPLOYEE HANDBOOK

WHEREAS, in 1973, the Housing Authority of the City of Los Angeles created the Los Angeles LOMOD Corporation (“L.A. LOMOD”), a nonprofit corporation, to increase affordable housing in the City of Los Angeles;

WHEREAS, L.A. LOMOD employees are at-will and are not considered part of the competitive civil service system. They may be removed from employment with no right to appeal. Employees serving in these positions do not accrue seniority or property rights;

WHEREAS, on April 23, 2004, the Board of Directors approved and adopted a Policy and Benefit Plan (“Plan”) to define L.A. LOMOD’s selection and compensation policy, as well as retirement and employee benefits;

WHEREAS, L.A. LOMOD is proposing the following enhancements to employee benefits to remain competitive in the job market:

- Increase leave accrual rates and caps
  - 0 to 5 years: 127.92 hours to 130 hours annual accrual, and 200 hour to 220 hour annual cap
  - 6 to 10 years: 143 hours to 156 hours annual accrual, and 220 hour to 240 hour annual cap
  - 11+ years: 169 hours to 182 hours annual accrual, and 240 hour to 260 hour annual cap
- Increase general leave buy-back limit from 80 hours to 160 hours;
- Increase 401k employer contribution from three (3) to four (4) percent; and

WHEREAS, L.A. LOMOD is also clarifying and updating several provisions in the Employee Handbook as provided in the body of this report.

NOW THEREFORE BE IT RESOLVED that the L.A. LOMOD Board of Directors approves the revisions made to the L.A. LOMOD Employee Handbook, authorizes the development and implementation of procedures to be approved by the President and CEO in furtherance of said Employee Handbook.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

APPROVED AS TO FORM: LOS ANGELES LOMOD CORPORATION
JAMES JOHNSON

BY:_______________________ BY:___________________________
General Counsel Chairperson

DATE ADOPTED:___________
Introduction to Handbook

Los Angeles LOMOD Corporation, a California non-profit organization (hereinafter “L.A. LOMOD”), is a separate legal entity from the Housing Authority of the City of Los Angeles. L.A. LOMOD has prepared this Employee Handbook to provide employees an overview of its policies, benefits and rules. It is intended to familiarize employees with important information about L.A. LOMOD, as well as information regarding their own privileges and responsibilities. It is important that all employees read, understand and follow the provisions of this Employee Handbook as it may be amended from time to time by L.A. LOMOD.

L.A. LOMOD certainly hopes that it and every L.A. LOMOD employee will find the employment relationship satisfying and rewarding in all respects. At the same time, it recognizes that the relationships are not always mutually satisfactory. TO PROTECT BOTH PARTIES’ RIGHTS, IT SHOULD BE REMEMBERED THAT THE EMPLOYMENT RELATIONSHIP IS TERMINABLE AT-WILL, AT THE OPTION OF ANY EMPLOYEE OR L.A. LOMOD. Moreover, no one at L.A. LOMOD, other than the President, has the authority or legal ability to modify the at–will nature of the employment relationship. L.A. LOMOD’s President can do so only if it is done specifically in a written agreement that is signed both by the President and the employee.

The Employee Handbook does not create any contractual rights, or any express or implied employment contract between L.A. LOMOD and the individuals covered.

It is not possible to anticipate every situation that may arise in the workplace or to provide information that answers every possible question. In addition, circumstances will undoubtedly require that policies, practices and benefits described in this Employee Handbook change from time to time. Accordingly, L.A. LOMOD reserves the right to modify, supplement, rescind or revise any provisions of this Employee Handbook, other than the employment at-will provisions, from time to time, as it deems necessary or appropriate in its discretion. Employees will be advised of changes as they occur.

This Employee Handbook seeks to describe the policies it covers in a manner that complies with the applicable legal standards. If the laws change, L.A. LOMOD will administer its policies and practices in a manner that conforms to the legal requirements applicable at the time.
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Article I: Equal Opportunity Employer

Section 1: Equal Employment Opportunity

L.A. LOMOD affords equal employment opportunity for all qualified employees and applicants as to all terms of employment, including compensation, hiring, training, promotion, transfer, discipline, and termination. L.A. LOMOD prohibits discrimination against employees or applicants for employment on the basis of Protected Classification which includes race (including hairstyles associated with race such as natural hair and protective hairstyles), religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or military and veteran status, or any other basis protected by law. Employees, volunteers, or applicants who believe they have experienced any form of employment discrimination or abusive conduct are encouraged to report the conduct immediately by using the complaint procedures provided in these Policies, or by contacting the U.S. Equal Employment Opportunity Commission or the California Department of Fair Employment and Housing.


Section 2: Nondiscrimination on the Basis of Disabilities

In furtherance of our nation’s commitment to end discrimination against qualified disabled individuals, and in accordance with applicable provisions of section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and the regulations properly issued thereunder to protect the rights of qualified disabled persons, it is L.A. LOMOD’s policy that no program or activity administered by L.A. LOMOD shall exclude from participation, deny benefits to or subject to discrimination any individual solely by reason of their disability. Equal employment opportunity will be extended to qualified disabled persons in all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall and termination.

Section 3: Reasonable Accommodation and Interactive Process

Absent the imposition of undue hardship to L.A. LOMOD or its operations or the existence of a direct threat to either the health and safety of employees requesting the accommodation or others, L.A. LOMOD will provide employment-related accommodations to employees or an applicant for employment consistent with its legal obligations to do so.
Disability or Medical Condition - L.A. LOMOD will make reasonable accommodations for the known physical or mental disability or known medical condition of an applicant or employee, consistent with its legal obligations to do so. As part of its commitment to make reasonable accommodations, L.A. LOMOD also wishes to participate in a timely, good faith, interactive process with the disabled applicant or employee to determine effective reasonable accommodations, if any, which can be made. Applicants and employees are invited to identify reasonable accommodations that can be made to assist them to perform the essential functions of the position they seek or occupy.

Accommodations must be determined on a case-by-case basis; as such, L.A. LOMOD may disregard provisions of this Employee Handbook in order to avoid discrimination relative to hiring, promotion, transfer, layoffs, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

Religion - L.A. LOMOD will make reasonable accommodations for an applicant or employee's religious belief, consistent with its legal obligations to do so. As part of its commitment to make reasonable accommodations, L.A. LOMOD also wishes to participate in a timely, good faith, interactive process with the applicant or employee to determine effective reasonable accommodations, if any, which can be made. Applicants and employees are invited to identify reasonable accommodations that can be made to assist them to perform the essential functions of the position they seek or occupy.

Accommodations must be determined on a case-by-case basis; as such, L.A. LOMOD may disregard provisions of this Employee Handbook in order to avoid discrimination relative to hiring, promotion, transfer, layoffs, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

Employees may request accommodation without fear of retaliation.

Section 4: Discrimination, Harassment and Retaliation Are Prohibited

L.A. LOMOD is committed to providing a professional work environment free from discrimination, harassment, retaliation, and abusive conduct/bullying. Accordingly, L.A. LOMOD has adopted and maintained the anti-harassment policy designed to encourage professional and respectful behavior and prevent discriminatory, harassment, retaliation, and abusive/bullying conduct in the workplace. L.A. LOMOD is committed to implementing appropriate corrective action in response to misconduct even if the violation does not rise to the level of unlawful conduct.

Anybody who believes that they have been harassed, discriminated against or retaliated against should promptly report the facts of the incident or incidents and the names of the individuals involved to L.A. LOMOD's Human Resources representative, the employee's immediate supervisor or other management level employee, without fear of retaliation.
Management level employees include supervisors, managers, Sr. Operations Manager, Assistant Director and the Director/President of L.A. LOMOD. Any management level employee who receives a complaint of discrimination, harassment or retaliation shall immediately report it to L.A. LOMOD’s Human Resources representative or President of L.A. LOMOD. L.A. LOMOD will investigate all such claims and take appropriate corrective action.

L.A. LOMOD’s Policy Against Discrimination, Harassment and Retaliation is set forth in Appendix “B”.

Article II: Pre-Employment

Section 1: Medical Examination

Each applicant who receives a conditional offer of employment is required to take a pre-employment medical examination before beginning work at L.A. LOMOD. The exam shall be job-related and consistent with business necessity. This examination is provided by L.A. LOMOD at its sole expense. Consequently, there is no cost to the applicant. Every offer of employment is contingent upon the successful completion of the medical examination.

Section 2: Drug/Alcohol Screenings

L.A. LOMOD is committed to providing a safe, efficient and productive workplace. To achieve this objective, L.A. LOMOD desires to prevent drug or alcohol use from adversely affecting the workplace. Accordingly, applicants who receive a conditional offers of employment must, subject to any applicable legal requirements, successfully complete a pre-employment drug and alcohol screening examination before they may begin work. This examination is provided by L.A. LOMOD at its sole expense. All offers of employment are conditioned upon successful completion of this examination.

Section 3: Verification of Status

Federal law requires all employers to verify each employee’s identity and legal authority to work in the United States. All offers of employment are conditioned upon the receipt of satisfactory evidence of a prospective employee’s identity and legal authority to work in the United States.

Section 4: Identification Badges

Upon commencing employment, each employee is provided an identification badge. Employees must carry their identification badge with them while they are on L.A. LOMOD’s premises or providing services on L.A. LOMOD’s behalf.
Article III: The Employment Relationship

Section 1: At-Will Employee

Your employment relationship with L.A. LOMOD is at-will. This means that you are entirely free to resign at any time, with or without a reason or advance notice. It also means that L.A. LOMOD can terminate your employment at any time, with or without cause or advance notice.

No employee or representative of L.A. LOMOD other than the President has any authority to enter into any agreement for employment for any specified period of time or to make any agreement that is contrary to the employment at-will policy. Moreover, the President of L.A. LOMOD may not alter the at-will nature of the employment relationship unless they do so specifically in a written agreement signed by both the President and the employee.

Section 2: Introductory Periods

All employees work in an “introductory” status for the first 180 calendar days after their date of hire. The introductory period also applies when an employee’s position within L.A. LOMOD changes, or transfer effective date. This introductory period gives the supervisor the opportunity to determine the ability with which the employee performs their job. It also provides the employee with the opportunity to decide if they are satisfied with the position. L.A. LOMOD reserves the right to extend the duration of the introductory period when such an extension is determined appropriate in L.A. LOMOD’s sole and absolute discretion.

Upon completion of the introductory period, a performance evaluation will be conducted to ascertain the advisability of the employee’s continued employment on a regular basis. The employee will be advised in writing if and when the introductory period is satisfactorily completed. However, either the employee or L.A. LOMOD can terminate the employment relationship at any time during or after the introductory period, with or without cause and without any advance notice.

Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the “at-will” employment relationship.

Section 3: Change of Employee Information

Each employee is responsible for promptly notifying L.A. LOMOD of any changes in important information. Specifically, employee
Section 4: Transfers and Promotions

L.A. LOMOD encourages employees to apply for promotions for which they are qualified. Promotions and transfers shall be based on the ability, qualifications, past performance and potential of the candidates for the positions.

Where business needs dictate, and to the extent permitted by law, L.A. LOMOD reserves the right to make decisions regarding internal promotions and transfers without posting the position or interviewing interested candidates.

Article IV: Employee Classifications

Section 1: Regular Employees

Employees who successfully complete their introductory period are called “regular” employees. Such employees are hired for an indefinite and unspecified duration. Accordingly, employment is at the mutual consent of the employee and L.A. LOMOD and can be terminated at-will, at any time, with or without cause, by the employee or L.A. LOMOD.

Section 2: Rehired Employees

Employees who are rehired following a break in service in excess of 12 months, other than an approved leave of absence, must serve a new introductory period whether or not such a period was previously completed.

Section 3: Temporary Employees

A temporary employee is an employee who is hired on a temporary basis for completion of a specific task or project. An employee will not automatically change from temporary to another status merely by working in excess of the period originally expected and/or designated. An employee will change from temporary to regular status only if advised of such a change, in writing. Such notification will indicate the effective date on which the employee became or will become a regular employee. Temporary employees may be eligible for some L.A. LOMOD-sponsored benefits. Temporary employees should contact
the Administrative Manager or Director/President with any questions pertaining to their eligibility for benefits.

Section 4: Non-Exempt Employees

Non-exempt employees include all employees who are covered by the overtime provisions of the Federal Fair Labor Standards Act or any applicable state laws. Employees in this category are entitled to premium pay for work in accordance with applicable provisions of state and federal laws. Such employees include, but are not limited to, hourly, clerical and secretarial workers.

Section 5: Exempt Employees

Exempt employees include all employees who are classified by L.A. LOMOD as exempt from the overtime provisions of the Federal Fair Labor Standards Act and any applicable state laws. Such employees include employees who qualify as exempt executive, administrative or professional employees or as outside salespersons.

Employees who are characterized by L.A. LOMOD as exempt from the overtime provisions of state and federal laws are paid a salary that is intended to fully compensate them for all hours worked each week, however few or many those hours are. The salary consists of a predetermined amount constituting the exempt employee’s compensation. That amount is not subject to reduction because of variations in the quality or quantity of the employee’s work. As a general rule, an exempt employee’s salary is not subject to deductions. Exceptions to the general rule will apply only when they are expressly authorized under applicable state and federal laws. This may occur, for example, when an employee has exhausted all accrued vacation benefits and misses additional full days of work for personal reasons. No deductions will be made unless they are permitted by the regulations issued under the Fair Labor Standards Act and any applicable state laws.

Any employee who believes that an improper deduction or violation of the laws regulating salaries has occurred is encouraged to advise the Director/President or file a grievance as soon as possible. The matter will be promptly investigated and, if a mistake occurred, corrected. Employees may address such matters without fear of any retaliation.

Article V: Payroll, Scheduling and Overtime Practices

Section 1: Hours of Operation

L.A. LOMOD’s regular week of work is a five-day period, Monday through Friday. L.A. LOMOD’s payroll workweek is a seven consecutive day period which begins at 12:01 a.m. Sunday and ends at midnight on the following Saturday. The standard day of work for full-time employees is eight hours, exclusive of the meal period; however, L.A. LOMOD may implement alternative work schedules in accordance with applicable laws. Although
each employee is assigned a standard work schedule by their supervisor, various factors, such as workloads, operational efficiency, and staffing needs, may require variations in an employee's starting and quitting times and total hours worked each day or each week. L.A. LOMOD reserves the right to assign employees to jobs other than their usual assignments when required. In addition, non-exempt employees may be required to work overtime or hours other than those normally scheduled whenever necessary.

For employees participating in the 9/80 flex schedule, the beginning of the workweek will begin four hours after the start of their scheduled shift on their eight-hour Friday. For example, employees who participate in Schedule “A” with a start time of 8:00 a.m. will have their workweek commence at 12:00 p.m. on Friday.

As part of our responsibility to our clients, the public, and to other employees, we expect our employees to be at work as scheduled and to arrange their personal schedules to accommodate the established working hours. Employees are expected to be at their workstation, ready to begin work, at the beginning of their assigned shift.

Section 2: Time Records

All time records represent legal documents that are used to accurately record working time and to compensate non-exempt employees properly. Time records remain the sole property of L.A. LOMOD.

Non-exempt employees are required to record all working time fully and accurately using L.A. LOMOD's time management system. This includes the following:

- Time employee reported to work.
- Time employee reported out for his/her meal period(s).
- Time employee reported back from his/her meal period(s).
- Time employee reported off work.

Except in situations where employees are working offsite, it is mandatory that employees record their time using onsite computers.

If there is a mistake recording time, employees must inform their supervisor immediately so that it is corrected.

As of the pay-period beginning on July 5, 2015, time will no longer be rounded. Employees will be paid for all time recorded on their time records. Regular punctuality is expected of all employees. Employees must clock-in before they begin work and must stop working once they have clocked out.

Under limited circumstances, an employee who has not worked their full shift in a given day may be permitted to make-up time. Any such arrangements must be approved by the
employee’s supervisor in advance. Moreover, all such arrangements must be done in a manner that complies with meal and rest period requirements. Make-up time must be completed on the same day and is not permitted where it would result in overtime.

Section 3: Off-The-Clock Work

No Volunteering of Work - Time (Off-the-Clock Work)

All time spent for the benefit of L.A. LOMOD must be reported as hours worked on time records so that the employee is paid for all work. Overtime-eligible employees may not “volunteer” work time to perform duties that are the same or similar as their stated or regular job duties. Employees have no authorization to work without compensation. No supervisor has authority to request overtime-eligible employees to volunteer work time.

Employees must fully and accurately record all time worked. Non-exempt employees are expressly prohibited from taking work homeworking outside of their scheduled hours. Off-the-clock work is strictly prohibited.

Falsifying a time record or working off the clock will result in disciplinary action.

Section 4: Notice when Absent or Tardy

Employees who will be absent must notify their supervisor within one hour before the start of their shift.

Employees who will be more than 30 minutes tardy for their scheduled shift must notify their supervisor as soon as practicable.

Employees who are absent for three consecutive days and have not contacted their supervisor will be assumed to have voluntarily terminated their employment as of the end of the third day missed. Employees separated under this provision will be reinstated upon proof of justification for such absence, such as severe accident, severe illness, false arrest, or mental or physical impairment which prevented notification.

Section 5: Use of Accrued Time for Full and Partial Day Absences

Non-exempt All employees must use any accrued general leave or floating holiday hours for full or partial day absences. Exempt employees must use accrued general leave or floating holiday hours for full day absences.

With limited exceptions and to the extent permitted by law, any employee who takes a family and medical leave of absence must utilize any accrued general leave or floating holiday hours for both full and partial day absences.

Except as set forth above, non-exempt employees who are tardy or take a partial day absence for less than one-half (0.5) hour may choose to use general leave, floating holiday hours or leave without pay. Non-exempt employees who are tardy or take a partial
day absence for one-half (0.5) hour or more must use accrued general leave or floating holiday hours.

Except as set forth above, exempt employees are not required to use general leave or floating holiday hours for partial day absence. The salary of an exempt employee may be affected by a partial day absence if the absence is taken pursuant to the Family Medical Leave Act (FMLA).

Section 6: Overtime

L.A. LOMOD will pay non-exempt employees overtime pay for overtime work in accordance with the requirements of applicable state and federal laws. General leave, holiday and floating holiday hours paid but not worked are not included in calculating overtime. Overtime is based only on actual hours worked as required by law.

L.A. LOMOD does not permit non-exempt employees to take time off in lieu of receiving overtime pay.

Overtime must be approved, in writing, by your supervisor in advance of being worked. Non-approved overtime will be paid, but you may be subject to disciplinary action.

Section 7: Meal Periods

Non-exempt employees who work more than five hours in a day must take an uninterrupted meal period of at least 30 minutes during which they are relieved of all duties. Such employees who work no more than six hours in a day may voluntarily agree to waive their meal period for that day if their supervisor agrees to allow such a waiver. Such a waiver must be in writing. Employees who work over six hours in a day may not waive their meal period.

Non-exempt employees who work more than ten hours in a day must take a second uninterrupted meal periods of at least 30 minutes during which they are relieved of all duties. Such employees who work less than 12 hours in a day may waive their right to a second meal period. Such a waiver must be in writing. The second meal period may be waived only if the employee actually took the first meal period.

Meal periods will be scheduled by each employee’s supervisor. Under all circumstances, the first meal period must begin by the end of an employee’s fifth hour of work. The second meal period must begin by the end of an employee’s tenth hour of work.

Employees may not eat their lunch or take their meal periods at their work station. Non-Exempt employees must accurately record their meal periods using L.A. LOMOD’s time management system.
Section 8: Rest Periods

Non-exempt Employees are authorized to take one paid 15-minute rest period during each four hours of work or major fraction of four hours. Rest periods shall be provided in the middle of each work period insofar as practicable. (For example, a non-exempt employee who works an eight-hour shift is provided two paid 15-minute rest periods, one in each four-hour period.)

Rest periods may not be combined with each other or added to an employee's meal period.

Employees should not record their rest periods in L.A. LOMOD's time management system.

Section 9: Lactation Period

Break Time and Location

L.A. LOMOD will provide a reasonable amount of break time to accommodate any employee desiring to express breast milk for the employee's infant child each time the employee has a need to express milk. The break time shall, if possible, run concurrently with any break time already provided to the employee. If the employee takes lactation breaks at times other than their provided break times, then the lactation break shall be unpaid, or the employee may choose to use accrued leave.

Those desiring to take a lactation break at times other than their provided break times must notify a supervisor prior to taking such a break. Breaks may be reasonably delayed if they would seriously disrupt operations. Once a lactation break has been approved, the break should not be interrupted except for emergency or exigent circumstances.

L.A. LOMOD will provide a room or other appropriate location in close proximity to the employee's worksite that is not in a bathroom to express milk in private. The room or location will meet the following requirements:

- Be shielded from view and free from intrusion while being used to express milk;
- Be safe, clean, and free of hazardous materials;
- Contain a surface on which to place a breast pump and personal items;
- Contain a place to sit; and
- Have access to electricity needed to operate an electric battery-powered breast pump.

An employee occupying such private area shall either secure the door or otherwise make it clear to others through signage that the area is occupied and should not be disturbed. All other employees should avoid interrupting an employee during an authorized break under this section, except to announce an emergency or other urgent circumstance.
L.A. LOMOD will provide access to a sink with running water and a refrigerator, or other cooling device, suitable for storing milk, in close proximity to the employee’s work area.

**Section 9.1: Lactation Accommodation**

An employee may make a request for lactation accommodation, either orally or in writing. Following receipt of a request for lactation accommodation, L.A. LOMOD will provide a timely written response to the employee in which L.A. LOMOD will indicate if it is unable to provide the requested break time or a requested location for the purposes of expressing breast milk.

An employee does not believe that L.A. LOMOD is providing an appropriate lactation accommodation should immediately inform the Human Resources Department.

An employee who does not believe that L.A. LOMOD is providing an appropriate lactation accommodation as required by state law has the right to file a complaint with the California Division of Labor Standards Enforcement/Labor Commissioner.

Employees who wish to express breast milk while at work may make arrangements with their supervisor to do so. Where such arrangements are made during an employee’s normal rest period, the time will be paid. If special arrangements are made to provide a non-exempt employee extra time beyond or in addition to her normal rest period, that time may be unpaid.

BHI shall provide an employee with the use of a room or other location, in close proximity to the employee’s work area, for the employee to express milk in private.

**Section 9.2: Storage of Expressed Milk**

Any employee storing expressed milk in any authorized refrigerated area within the L.A. LOMOD shall clearly label it as such. No expressed milk shall be stored at the L.A. LOMOD beyond the employee’s workday/shift.

**Section 10: Payday/Paystubs**

Employees are paid every other Friday. Each pay period covers work performed through the completion of the previous workweek. Employees are encouraged to review their
paystubs and time records to ensure accurate payment of wages. Any employee who believes that they have been paid improperly should bring it to the attention of their supervisor immediately. The matter will be promptly investigated and, if a mistake occurred, corrected.

Section 11: Wage Garnishment

L.A. LOMOD is required by law to recognize certain court orders, liens, and wage assignments. When L.A. LOMOD receives a notice of a pending garnishment or wage assignment, the Director/President or designee will discuss it with the employee in an effort to settle the matter without involving L.A. LOMOD. Employees are encouraged to avoid financial transactions that result in garnishments.

Section 12: Expense Reimbursement

It is L.A. LOMOD’s policy to reimburse employees for all necessary expenses that they incur directly in performing their duties and in response to L.A. LOMOD’s directions. This includes, but is not limited to, reimbursement for mileage expenses incurred in the direct performance of an employee’s duties other than commuting to and from L.A. LOMOD’s corporate office work.

Section 13: Payroll Deductions

Certain deductions required by law will be made from each employee’s wages. These include state and federal income taxes, social security taxes (FICA), and state disability insurance payments. Deductions will also be made for health insurance premiums or other elected benefits to the extent applicable.

Section 14: Inspection of Payroll Records

Employees may submit a written or verbal request to inspect a copy of their payroll records. Requests must be submitted directly to the Director/President. The request will be honored within 21 days of the date it is received. Employees who wish to obtain a copy of the payroll records may be asked to reimburse L.A. LOMOD for the actual cost of making the copies. Where an inspection request is made by a former employee, the individual may be required to provide satisfactory evidence of their identity.

Article VI: Benefits

Section 1: Insurance Benefits
L.A. LOMOD provides group health benefits to eligible employees. L.A. LOMOD may offer employees the option to cover dependents on certain benefit plans. Employees are encouraged to review the plan booklets, group insurance policies, and L.A. LOMOD’s official plan documents for the terms and conditions of these benefits. All matters of eligibility for coverage, exclusions, limitations and conditions of benefits shall be determined in accordance with the provisions of the policies and plans. Summary descriptions of employee benefit plans are available from L.A. LOMOD’s Human Resources representative. The exact terms and conditions of L.A. LOMOD’s benefit plans are governed by the plan documents themselves. The plan documents supersede any inconsistent statements or descriptions, written or oral.

In order to elect participation, employees must satisfy the eligibility conditions of the program and agree to pay the employee portion of the coverage costs for themselves and their eligible dependents, to the extent applicable. Employees who decline the offered insurance benefits will not receive any portion of any monthly contribution in kind (i.e., cash). L.A. LOMOD is not liable to the employee, their family, heirs, executors, or beneficiaries, for any benefit or payment provided or payable or claimed to be provided or payable under any plan or policy.

Please note that L.A. LOMOD does not guarantee that a particular type of level of benefits will continue in the future. L.A. LOMOD reserves the right to alter, amend or terminate the benefits provided at any time, at its sole discretion, with or without advance notice. Any changes in benefits, however, will not affect rights that have vested under the terms of any written benefit plan.

Section 2: Time-Off Benefits

A. Holidays

L.A. LOMOD observes the following holidays during the year:

New Year’s Day
Martin Luther King’s Birthday
Presidents’ Day
Memorial Day
Juneteenth Day
Independence Day
Labor Day
Veteran’s Day
Thanksgiving Day
Christmas Day

The observed holidays may be changed at L.A. LOMOD’s sole discretion.
If one of the above holidays falls on a Saturday, it will normally be observed on the preceding Friday. If one of the holidays falls on a Sunday, it will normally be observed on the following Monday.

Holiday pay for eligible full-time employees is eight (8) hours. For employees participating in the alternative work schedule program, if a holiday falls on a scheduled 9-hour workday, the time record should read 8 hours holiday and 1 hour general leave or floating holiday. Part-time employees are not eligible for paid holidays, except to the extent they worked on the holiday. Non-exempt employees must work their scheduled workday before and after the holiday in order to be paid for the holiday, unless they are on approved paid leave.

B. Floating Holidays (full-time regular employees)

In addition to the scheduled holidays identified above, full-time regular employees shall accrue 24 hours of floating holiday time annually on January 1st of each year. For employees who commenced working with L.A. LOMOD after January 1st of a calendar year, the accrual of their floating holiday for their first year of employment shall be prorated as follows: Employees with start dates from January 2nd through April 30th shall accrue the maximum number of twenty-four (24) floating holiday hours for that calendar year. Employees with start dates from May 1st through August 31st shall accrue sixteen (16) floating holiday hours for that calendar year. Employees with start dates from September 1st through December 31st shall accrue eight (8) floating holiday hours for that calendar year.

Employees are encouraged to use all floating holiday hours each year. If an employee has not used all of their floating holiday hours by June 30th of a given year, L.A. LOMOD shall exercise its option, in its sole discretion, either (1) to direct the employee to take time off and use the benefit before the end of the calendar year; or (2) in lieu of time off, to pay employee the value of the accrued but unused benefit.

C. General Leave (full-time regular employees)

General leave provides full-time regular employees with the flexibility to use paid time off to meet personal needs. Full-time regular employees accrue a specified amount of general leave hours and it is up to each individual employee to allocate how it will be used. General leave can be taken for any reason, including but not limited to vacation, illness of the employee or their family members (including individuals related by blood or affinity), caring for children, school activities, medical, dental or preventative care, personal business, to seek aid, treatment or other assistance related to domestic violence, sexual assault or stalking, or other emergencies. General leave does not...
replace L.A. LOMOD’s holiday schedule. L.A. LOMOD will continue to have designated paid holidays each year. To the extent permitted by law, L.A. LOMOD requires employees to use any accrued general leave during disability, family medical leave or any other leave of absence.

Rate of Accrual for Full-Time Regular Employees: Full-time employees shall accrue general leave at the rates set forth below and subject to the maximum accrual caps., Eligible employees will accrue general leave for all pay periods worked as well as periods of authorized absence with pay.

<table>
<thead>
<tr>
<th>General Leave by Seniority</th>
<th>Accrual Per Pay Period</th>
<th>Annual Accrual</th>
<th>Accrual Cap</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-5 years (0-60 months)</td>
<td>5</td>
<td>130</td>
<td>220</td>
</tr>
<tr>
<td>6-10 years (61-120 months)</td>
<td>6</td>
<td>156</td>
<td>240</td>
</tr>
<tr>
<td>11+ years (121+ months)</td>
<td>7</td>
<td>182</td>
<td>260</td>
</tr>
</tbody>
</table>

Notice and Scheduling: Although employees begin accruing general leave from the date of hire, general leave may not be taken in the first 90 days of employment, however, floating holiday hours may be used at any time. Thereafter, accrued general leave is available for use beginning in the pay period following the one in which it was accrued.

Employees taking general leave for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee’s family member are required to provide notice as set forth in Article VII, Section 5, below. Employees taking general leave to obtain or attempt to obtain relief from domestic violence, sexual assault or stalking are required to provide notice as set forth in Article VII, Section 13, below.

Employees taking general leave for other reasons in are required to provide their supervisor with reasonable advance notice and obtain approval prior to using general leave. Approval can be obtained using L.A. LOMOD’s time management system. This allows the supervisor to prepare for the employee’s absence and assure that all staffing needs are met. L.A. LOMOD will generally attempt to accommodate an employee’s request for general leave time off; however, the needs and workload of the department will be considered when evaluating an employee’s request. L.A. LOMOD reserves the right to grant, deny or modify leave requests.

There may be occasions when an employee cannot notify their supervisor in advance. In those situations, the employee must inform their supervisor of circumstances requiring the use of general leave within one hour of their shift.

Maximum Accruals: Although employees may carry over accrued and unused general leave time from year to year, there is a cap on the amount of general leave time an employee may accrue. This encourages employees to use accrued general leave time and allows L.A. LOMOD to manage its financial obligations responsibly. Once an employee reaches the cap, the employee will not accumulate any more general leave time until the employee’s general leave accrual drops below the cap. After an employee’s
balance drops below the cap, the employee will begin to accrue general leave time again. Employees will not receive retroactive credit of general leave accruals for the time they were at the accrual cap.

**Buy-Back of General Leave:** On a semiannual basis, L.A. LOMOD will determine whether or not a general leave buy-back will be offered. When a general leave buy-back is offered, eligible employees will receive payment at their current base hourly rate of pay in exchange for accrued general leave time. The maximum amount of general leave buy-back is **80** hours annually. To participate, employees must have a minimum balance of 100 hours of accrued general leave remaining after the buy-back. General leave buy-back payments are subject to legally required payroll deductions.

**Payment Upon Termination:** Employees will be paid for all remaining accrued but unused general leave upon separation of employment from L.A. LOMOD. General leave will be paid at the employee’s final base rate of pay at the time of their separation.

**General Leave (Part-Time and temporary Employees)**

**A. Paid Sick Leave (Part-Time and Temporary Employees)**

**D. Paid Sick Leave (Part-Time and Temporary Employees)**

Part-time and temporary employees are allotted 48 hours of paid sick leave at the commencement of their employment with L.A. LOMOD and annually thereafter on January 1st of each year. Unused paid sick leave shall carry over to the following year of employment and is capped at 72 hours.

Paid sick leave may be taken for the following purposes: diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee, an employee's family member, or for any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. Sick leave may also be used for an employee who is a victim of domestic violence, sexual assault, or stalking, to obtain or attempt to obtain relief. A more detailed explanation of L.A. LOMOD’s Paid Sick Leave and Domestic Violence, Sexual Assault, Stalking policy is set forth below in Article VII, Sections 5 and 13, respectively.

**Paid Sick Leave shall be paid at the employee's current rate of pay.** Employees will not receive compensation for accrued but unused paid sick leave upon separation from employment.

**Section 3: Legislated Benefits**

**A. Workers' Compensation**
Worker's compensation insurance benefits provide weekly income to employees after three days of disability which results from a job-connected injury or illness. If the employee is hospitalized, payments begin immediately. It also pays medical bills and death benefits in accordance with a statutory schedule established by the state. Any employee who suffers any on-the-job injury, no matter how minor, must report that incident immediately to their supervisor or department head.

**Workers' Compensation Leave**: When the employee suffers a compensable illness or injury on the job arising in and out of the course of employment, said leave may also qualify for Family Medical Leave (FMLA) and California Family Medical Leave Rights Act (CFRA). Unless otherwise provided by law, L.A. LOMOD shall run each employee's FMLA, CFRA, and Workers' Compensation leaves concurrently.

For admitted claims, and in situations where the employee will collect or is eligible for temporary total disability (TTD) benefits/payments and, commencing the same day of TTD benefits are determined to be issued, L.A. LOMOD will pay the employee's a benefit of 90 days calendar days, offset to the employee's salary or benefits, the first three days of disability as a Workers' Compensation absence at 60% and 70% for the remaining 87 days. Workers' compensation benefits will be administered in accordance with applicable state law per the California Labor Code and current L.A. LOMOD policy.

L.A. LOMOD and/or its insurance carrier may not be liable for the payment of workers' compensation benefits for any injury which arises out of an employee's voluntary participation in any off-duty recreational, social or athletic activity that is not a part of the employee's work-related duties.

**B. State Disability Insurance**

Employees who suffer a non-work-related illness or injury may be entitled to State Disability Insurance (SDI). SDI benefits are paid by the state and are financed from mandatory payroll tax deductions from all employees' wages.

**C. Unemployment Insurance**

Under certain circumstances, where an employee's employment has been involuntarily terminated, they may be eligible to receive unemployment insurance benefits. In most cases, employees must file a claim with the California Employment Development Department in order to collect this benefit.

**D. Family Temporary Disability Insurance Paid Leave**
Employees are required by state law to make contributions to the Family Temporary Disability Insurance (FTDI) Paid Leave (FPL) program through mandatory payroll tax deductions. These deductions are included as part of the mandatory deductions made under the aforementioned Section 3.B. State Disability Insurance. Eligible employees may receive FTDI-FPL benefits when they are unable to work due to the need to care for qualified family members or to bond with a new child. Employees may file benefit claims with the Employment Development Department (EDD). Benefits are paid directly by the EDD to eligible employees. For more information, refer to Article VII: Section 3 of the Employee Handbook.

E. Social Security

L.A. LOMOD employees are covered under the provisions of the federal social security law (F.I.C.A). Social security benefits are often a significant step to provide employees a retirement income. In addition, certain disability and survivor benefits are financed through social security deductions.

F. COBRA / CAL COBRA

In accordance with the requirements of the federal health insurance law, called “COBRA,” eligible employees and their family members may continue participation in L.A. LOMOD’s group health insurance program following certain “qualifying events.” These events include an employee’s termination (other than due to gross misconduct), resignation, reduction in hours, divorce, legal separation, death, Medicare entitlement, and certain other events. Where the right to continue coverage arises, coverage may be continued at special rates authorized by COBRA. Details regarding the COBRA rules are presented to employees when they begin participation in the employer’s group health plan and, again, when they experience a qualifying event that triggers the right to continue participation in the group health plan.

California employees may have the ability to continue coverage beyond the maximum period allowed under the federal COBRA. Eligible employees will receive an option to continue coverage under Cal-COBRA beyond the 18-month period available under COBRA, when it applies.

Section 4: Other Benefits

A. Qualified Retirement Plan

L.A. LOMOD offers eligible employees with a 401(k) Qualified Retirement Plan as a means of long-term savings for retirement. In accordance with the terms of the Plan,
employees may contribute to their 401(k) on a pre-tax basis starting within their first two pay periods. L.A. LOMOD may contribute up to 43% of an employee’s eligible gross annual wages into the 401K plan annually. The contribution is calculated based on the employee’s gross wages from the preceding calendar year as reflected in each employee’s Form W-2, subject to meeting minimum IRS eligibility requirements.

B. Employee Assistance Program

Employees may participate in L.A. LOMOD’s Employee Assistance Program which is administered through EAP. EAP’s 24-hour access number is 1-800-386-7055. Additional information regarding EAP can be obtained through the Director/President or designee.

Article VII: Leave of Absence Policies

Section 1: Family and Medical Leaves

Eligibility Conditions

As required by state and federal law, L.A. LOMOD will provide family and medical care leave to eligible employees for themselves or an eligible family member who has a serious health condition. Rights and obligations which are not specifically set forth below are set forth in the U.S. Department of Labor’s regulations implementing the federal Family and Medical Leave Act of 1993 (“federal FMLA”) (29 U.S.C. §§ 2601-2654 (2006)) and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act (“CFRA”) (Government Code Cal. Gov. Code § 12945.2). Unless otherwise stated in this Policy, “Leave” means leave pursuant to the FMLA and CFRA. Unless otherwise provided by law, L.A. LOMOD will run each employee’s FMLA and CFRA leaves concurrently. Leave under FMLA and CFRA are permitted for yourself, a child (spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child); a spouse; a domestic partner; a grandparent; a grandchild; or a sibling who has a serious health condition. In addition, under the CFRA only, leave is permitted to care for a designated person who has a serious health condition. Employees shall be limited to one designated person per rolling 12-month period. Leave for this purpose does not apply to FMLA leave and consequently will not run concurrently with leave under the FMLA. Family and medical leaves of absence are available on an unpaid basis to eligible employees.

The 12-month period for calculating leave entitlement will be a “rolling period” measured backward from the date leave is taken and continues with each additional leave day taken. Thus, whenever an employee requests leave, L.A. LOMOD will look back over the previous 12-month period to determine how much leave has been used in determining how much leave an employee is entitled to.
Eligibility Conditions

FMLA and CFRA of absence are available on an unpaid basis to eligible employees. In order to qualify for a leave, an employee must (a) have been employed for at least 12 months; and (b) have worked at least 1,250 hours of service during the 12-month period immediately before commencement of the leave would begin.

Eligible employees are entitled to a total of twelve (12) work weeks of leave during any 12-month period. An employee’s entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement.

An eligible employee may request up to 12 weeks of leave in a 12-month period because of a newborn child, a child who has been placed with the employee for adoption or foster care, to care for a spouse, registered domestic partner, child, or parent who has a serious health condition or because of a qualifying exigency arising out of a spouse’s, son’s, daughter’s, or parent’s active duty or notification of an impending call or order to active duty in the Armed Forces in support of a contingency operation. An eligible employee may also request a leave due to a serious health condition that prevents the employee from performing any one or more of the essential functions of their job. The 12-month period used to measure the 12-week limitation will be a rolling period measured backward from the date leave is taken.

An eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member who is recovering from a serious injury or illness in the line of duty on active duty may request up to 26 weeks leave during a single 12-month period to care for the service member.

If both parents of a child, adoptee, or foster child are employed by L.A. LOMOD and are entitled to bonding leave, each parent will be entitled to twelve (12) work weeks during any 12-month period. If both parents of a covered service member are employed by L.A. LOMOD and are entitled to leave to care for a covered service member, the aggregate number of work weeks of leave to which both may be entitled is limited to twenty-six (26) work weeks during the 12-month period. This limitation does not apply to any other type of leave under this policy.

Benefits During Leave

With limited exceptions and to the extent permitted by law, an employee who is granted a family and medical leave of absence must utilize any accrued paid time off. Any portion
of a leave that occurs after all paid time off benefits have been exhausted shall be without pay. For purposes of this policy’s 12-week and 26-week limitations, any paid and unpaid portions of the leave of absence shall be added together whether or not they are taken consecutively.

L.A. LOMOD will continue to pay its share of the premiums to maintain any health plan coverage that is already in effect for the employee for the duration of any leave granted under this policy and as permissible by law. The employee must continue to pay the share of the health benefit costs that they paid before the beginning of the leave if they wish such coverage to continue during the leave. Such payments will be made through continued payroll deductions, where appropriate. If payments cannot be made through continued payroll deductions, such payments must be made by the employee directly to L.A. LOMOD at the same time as if made by payroll deductions, or in another manner voluntarily agreed to between L.A. LOMOD and the employee. If an employee does not pay their share of the premiums within 30 days of the date the payment is due, the coverage may be terminated after appropriate notice and in accordance with the provisions of the law. Employees shall be eligible for COBRA once protected leave has been exhausted.

Notification Rules

An employee must provide proper notification as a condition of eligibility for a leave. The employee must notify their immediate supervisor in writing of the need for such a leave, the date it will commence, and the anticipated duration of the leave. If the employee knows of the event that necessitates the leave more than 30 calendar days in advance of the date the leave is needed, the employee must provide such notice in writing a minimum of 30 days before the leave will begin. If the employee learns of the need for the leave less than 30 days before the date the leave must begin, the employee must provide as much advance notice as practicable, preferably as soon as the employee learns of the need for the leave. A failure to comply with these notice rules may result in a postponement of the requested leave until the employee complies with these rules. However, if the need for a family and medical leave results from an emergency or is otherwise unforeseeable, the leave will not be impacted simply because the employee fails to provide advance notice.

Certification by Health Care Provider

If an employee requests a leave due to a serious health condition of a family member, the employee must support the request with a certification issued by the health care provider of the individual with the serious health condition. The certification should include the
following information: (a) the date, if known, on which the serious health condition commenced; (b) the probable duration of the condition; (c) an estimate of the amount of time that the health care provider believes that the employee needs to care for the individual requiring the care; and (d) a statement that the serious health condition warrants the participation of a family member to provide care during a period the treatment or supervision of the individual requiring care.

If an employee requests a leave due to employee’s own serious health condition, the employee must support the request with a certification issued by their health care provider. The certification should include the following information: (a) the date, if known, on which the serious health condition commenced; (b) the probable duration of the condition; and (c) a statement that due to a serious health condition the employee is unable to work at all or is unable to perform any one or more of the essential functions of their position. If an employee requests intermittent leave for planned medical treatment, the certification should specify the estimated frequency of the intermittent leave and the duration of such leaves.

If the time estimated for the leave by the health care provider expires, the employee must submit a recertification if the employee desires additional leave. In addition, except as required by law, extensions will not be granted that cause the total period of the leave to exceed the applicable 12-week or 26-week limitation identified above.

**Employee Status**

Employees will retain their employee status during the period of a family and medical leave. Moreover, their absence shall not be considered a break in service for purposes of determining their longevity or seniority.

**Reemployment Privileges**

Except where the law authorizes a different result, an employee who complies with the provisions of this policy will be guaranteed reemployment upon expiration of an approved leave, provided that the total period of the leave does not exceed 12 weeks or, in the case of a leave to care for a covered service member, 26 weeks. The employee will be reemployed in the same or an equivalent position which they occupied when the leave
commenced. An employee who takes a leave because of their own serious health condition must provide a medical release verifying that they are able to return to work.

**Administration of Policy**

The employer intends to administer this policy in accordance with the requirements of the state and federal laws regulating family and medical leaves. Accordingly, this policy will be interpreted and applied in a manner that conforms to all applicable legal requirements. Any leave of absence that is granted to an employee under this policy or any other policy for a purpose specified above shall be credited against the 12-week and 26 week limits contained in this policy, to the extent permitted by the state and federal laws. Employees who are ineligible for medical leaves of absence under this policy should contact the Director/President or designee, as there may be other leaves or accommodations for which they are eligible.

Employees who intentionally misuse or abuse family and medical care leave may be disciplined up to, and including, termination. Employees who fraudulently obtain or use CFRA leave are not protected by the CFRA's job restoration or maintenance of health benefits provisions.

**Section 2: Pregnancy Disability Leaves of Absence and Transfer Privileges**

Employees who are disabled by pregnancy, childbirth or related medical conditions are eligible to take a pregnancy disability leave and to request reasonable accommodation. Employees who are affected by pregnancy or related medical condition are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable.

The Pregnancy Disability Leave (PDL) pregnancy disability leave is for any period or periods of actual disability caused by an employee’s pregnancy, childbirth or related medical conditions up to four months (the working days an employee normally would work in one-third of a year or 17 1/3 weeks). The employee will be returned to the same job when she, is, they are no longer disabled by pregnancy or, in certain instances, to a comparable job. For a full-time employee who works 40 hours per week, “4 months” is 693 hours of leave entitlement (40 hours multiplied by 17 and 1/3 weeks). Employees who take PDL are entitled to additional baby-bonding time pursuant to the provisions set forth in the California Family Rights Act (CFRA).

The pregnancy disability leave does not need to be taken in one continuous period of time, but can be taken on an as-needed basis. The total period of all absences
related to the same medical condition shall be considered part of the same leave and may
not exceed four months. For purposes of this four-month limitation, any paid
and unpaid portions of the leave shall be added together.

Time off needed for prenatal care, severe morning sickness, doctor ordered bed rest,
childbirth, and recovery from childbirth would all be covered by the employee's pregnancy
disability leave.

At the employee’s option, she they can use any accrued paid time off as part of her their
pregnancy disability leave before taking the remainder of her leave as unpaid leave.
The employee may also be eligible for disability benefits.

An employee who requires an accommodation, transfer or leave of absence must notify
their immediate supervisor of the need for such an accommodation, transfer or leave.
The employee must provide at least 30 days advance notice if the need for the
accommodation, transfer or leave is foreseeable. If the employee learns of the need for
an accommodation, transfer or leave less than 30 days before the date the
accommodation, transfer or leave must begin, the employee must provide as much
advance notice as practicable.

An employee requesting a reasonable accommodation, transfer, or pregnancy disability
leave, must provide a medical certification. The medical certification indicating the
medical advisability of the reasonable accommodation or a transfer is sufficient if it
contains the following: (1) a description of the requested reasonable accommodation or
transfer; (2) a statement describing the medical advisability of the reasonable
accommodation or transfer because of pregnancy; and (3) the date on which the need for
reasonable accommodation or transfer became or will become medically advisable and
the estimated duration of the reasonable accommodation or transfer. The medical
certification indicating disability necessitating a leave is sufficient if it contains the
following: (1) a statement that the employee needs to take pregnancy disability leave
because she they are disabled by pregnancy, childbirth or a related medical condition;
(2) the date on which the employee became disabled because of pregnancy and the
estimated duration of the leave.

Upon expiration of the time period that the health care provider originally estimated the
employee would need reasonable accommodation, transfer or leave, L.A. LOMOD may
require the employee to obtain recertification if additional time is requested.

Before returning to work from a pregnancy disability leave or transfer, an employee must
provide medical release verifying that she they are able to return to work.
Subject to the exceptions provided by law, employees will be guaranteed reinstatement from leaves necessitated by a pregnancy-related disability.

**Use of PDL Leave**

PDL may be taken before or after birth during any period of time (not to exceed four months) where employees are physically unable to work due to a pregnancy-related disability. PDL can be taken all at once or intermittently.

Where applicable under state and federal law, employees who qualify and are entitled to take PDL may also be eligible for leave under the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA). While PDL and FMLA leave run concurrently, CFRA leave will be counted separately from PDL. CFRA leave will also be counted separately from FMLA leave taken for pregnancy disability, childbirth, or related medical conditions. An additional 12 weeks of bonding leave may also be available to qualified individuals pursuant to the California FMLA.

An employee on pregnancy disability leave may continue to receive any group health insurance coverage that was provided before their leave, beginning on the date the pregnancy disability leave begins and continuing for up to four months in a 12-month period, at the same level and under the same conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. L.A. LOMOD may recover premiums it paid to maintain health coverage if an employee does not return to work following PDL, unless the reason for the failure to return is a circumstance beyond their control or the use of the separate right to 12 weeks of bonding leave under the California Family and Medical Leave Act.

L.A. LOMOD intends to administer this policy in accordance with the requirements of the state and federal laws regulating Pregnancy Disability Leave.

**Section 3: Family Temporary Disability Paid Leave**

California law allows eligible employees to apply for FTDI-FPL benefits if they are unable to work due to the need to care for a qualified family member. The right to receive FTDI-FPL benefits from the state does not provide employees the right to time off from work. Employees must request permission to take time off under L.A. LOMOD’s policies.

Employees must provide a minimum of 30 days advance notice whenever the need for the time off is foreseeable. If the need for the absence is not foreseeable at least 30 days in advance, the request for time off must be provided as soon as the need for the time off occurs.
is foreseeable. If an employee does not qualify for a leave of absence under L.A. LOMOD’s policies or any applicable law, or if a written request is not submitted in a timely manner, the request may not be granted.

Employees must use their accrued paid time off (up to two weeks) before they will be eligible to receive FTDI benefits. Employees who have more than two weeks of vested general leave benefits may voluntarily elect to use their additional benefits for the unpaid portion of any absence exceeding two weeks.

Section 4: Alcohol & Drug Rehabilitation

L.A. LOMOD wishes to assist employees who recognize that they have a problem with alcohol or drugs that may interfere with their ability to perform their job in a satisfactory manner. Time off requests by employees who have a problem with alcohol or drugs and who decide to enroll voluntarily in a rehabilitation program will be accommodated unless it would result in an undue hardship. If an employee requests time off to participate in such a program, L.A. LOMOD will also make reasonable efforts to keep the fact that the employee enrolled in the program confidential.

Section 5: Sick Leave

Upon oral or written request, employees are permitted to take leave for the diagnosis, care or treatment of an existing health condition of, or preventative care for, an employee or an employee’s family member. For purposes of this provision, family member includes a child (including biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), a parent (including a biological, adoptive, or foster parent, stepparent, or legal guardian of the employee or employee’s spouse, or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), a spouse, a registered domestic partner, a grandparent, a grandchild, or a sibling.

Section 6: Military Leave

L.A. LOMOD is committed to protecting the job rights of employees absent on military leave. In accordance with applicable federal and state law, it is L.A. LOMOD’s policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person’s membership in or obligation to perform service for any of the
Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion, or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised their rights under applicable law or this policy.

Section 7: Jury Duty

It is L.A. LOMOD’s policy to enable its employees to fulfill their civic obligations. If an employee is called to serve on jury duty, the employee is requested to notify his—her supervisor immediately. All regular full-time employees who have completed their introductory period will be paid their regular wages while on jury duty during a regularly scheduled workday, up to a maximum of 80 hours each calendar year. Employees who are required to report for jury duty on a regularly scheduled day off will not receive wages for that day. In no case will the salary of an exempt employee be reduced for any week in which the employee works and also misses time to serve on a jury. An employee on an alternative work schedule will not be paid should they need to report to jury duty on their off day.

Employees other than regular full-time employees will be provided time off to spend on jury duty but are ineligible for compensation for time spent on jury duty.

An employee called for jury service must report for work if they can work for four (4) or more hours either before or after jury service with up to a one-hour allowance for travel.

Section 8: Witness Duty

Employees who are required by law to appear in court or at another legal proceeding will be provided time off for that purpose. Employees may use any accrued leave.

Section 9: Bereavement

In the event of death in the immediate family of a full-time regular employee who has completed their introductory period, the employee will be allowed up to three (3) working days off to arrange and attend the funeral. In the event the death occurred outside of the
United States, the employee will be allowed up to five (5) working days off to arrange and attend the funeral. For purposes of this policy, an employee’s immediate family is defined to include a child (including biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), a parent (including a biological, adoptive, or foster parent, stepparent, or legal guardian of the employee or employee’s spouse, or a registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), a spouse, a registered domestic partner, a grandparent, a grandchild, or a sibling.

Employees during their probationary/introductory period shall receive unpaid leave and will be eligible to use their floating holiday. Full-time, regular employees who have completed their introductory period will be paid their regular base wage for each day of absence up to the maximum set forth above upon providing satisfactory evidence to support their claim.

**Section 10: Voting Time**

California polling locations are generally open from 7:00 a.m. to 8:00 p.m. each election day. Employees who are scheduled to be at work during that time and Employees who are unable to vote during non-work hours may arrange in advance to take up to two hours off from work, with pay, to vote in a public election. To receive time off for voting, an employee must notify their supervisor at least five (5) workdays in advance of the election day and present a voter’s receipt upon the employee’s return to work.

**Section 11: Literacy Education**

L.A. LOMOD will reasonably accommodate and assist any employee who reveals a problem with illiteracy. If an employee reveals such a problem and requests L.A. LOMOD’s assistance in enrolling in an adult literacy education program, L.A. LOMOD will attempt to assist the employee if the accommodation requested would not result in an undue hardship. The types of assistance L.A. LOMOD may offer include, as examples, providing the employee with the locations of local literacy education programs or arranging for a literacy education provider to visit the jobsite.

**Section 12: Time off to Participate in Activities of Child’s School**

Under certain circumstances, eligible employees may be entitled to take accrued leave time off to participate in activities of their child’s school or a licensed childcare provider. Permissible activities include, but may not be limited to: finding, enrolling, or reenrolling a child in a school or with a licensed child care provider; participating in
activities of the child's school or licensed child care provider; and addressing a child care provider or school emergency.

In order to be eligible for time off under this provision, an employee must be the parent, guardian, stepparent, foster parent, or grandparent of, or a person who stands in loco parentis to, a child who is in kindergarten or a grade between one and 12, inclusive, or in licensed child care. In addition, the employee must provide reasonable notice of the planned absence to the employee’s immediate supervisor before taking the time off. Under this provision, the employee may not take more than 40 hours off for this purpose in any single year or more than eight hours off in any calendar month of the year.

Any employee who takes time off under this provision must provide documentation from the child's school or licensed child care facility to substantiate the fact that the employee participated in a school or licensed child care activity. The documentation must verify that the employee participated in the activity on a specific date and at a particular time.

Section 13: Domestic Violence, Sexual Assault, Stalking and Other Crimes

Any employee, including but not limited to an employee who is the victim of a crime, may take time off to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding. An employee who is the victim of domestic violence, sexual assault, or stalking, may take time off to obtain or attempt to obtain relief. This may include, but is not limited to, the following: efforts to obtain a temporary restraining order, a restraining order, or other injunctive relief to help ensure the health, safety or welfare of the employee or their child; seek medical attention for injuries caused by domestic violence, sexual assault, or stalking; obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; and/or participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

If an employee needs time off from work for one of these purposes or any other purpose protected by law, reasonable notice must be provided to the employee's immediate supervisor. When an unscheduled absence occurs, the employee, within a reasonable time, must provide a certification. Sufficient certification includes, but is not limited to, evidence from the court or prosecuting attorney that the employee has appeared in court.
L.A. LOMOD shall provide reasonable accommodations for an employee who is the victim of domestic violence, sexual assault, or stalking, who requests an accommodation for the safety of the employee while at work, unless the accommodation would result in an undue hardship. As part of its commitment to make reasonable accommodations, L.A. LOMOD also wishes to participate in a timely, good faith, interactive process with the employee to determine effective reasonable accommodations, if any, which can be made.

Section 14: Organ and Bone Marrow Donation

An employee who have been employed for at least ninety (90) days with paid leave for the purpose of donating organs or bone marrow. When donating an organ to another person, an employee may take up to thirty (30) days paid leave and thirty (30) days of unpaid leave; sixty (60) days maximum, in any one-year period and when donating bone marrow; an employee may take up to five (5) business days during a rolling 12-month period. The one-year period for both leaves is measured from the date that the employee begins their leave. Employees may request a leave of absence of up to thirty business days in a one-year period to donate an organ to another person or up to five business days in a one-year period to donate bone marrow. The one-year period is 12 consecutive months measured from the date the employee's leave begins. An employee must support the request for a leave with written verification that the organ or bone marrow donation is required by medical necessity.

Employees who wish to take leave to donate an organ or bone marrow are required to provide as much advance notice as reasonably possible and must provide written verification from a physician that the donation will take place and that there is a medical necessity for the donation. While this leave is paid, employees must first use ten (10) days accrued general leave when donating an organ, or five (5) days accrued general leave when donating bone marrow. Leave taken under this section does not constitute a break in service for health insurance coverage or accrual of general leave; however, the leave may not run concurrently with an eligible employee’s FMLA or CFRA leave.

Section 15: Personal Leave without Pay

In situations where employees do not have any accrued paid time off, they may request a leave of absence without pay. Except as required by law, personal leaves of absence are not guaranteed. Requests for such leaves of absence will be considered on the basis of a combination of factors, including the employee’s length of service, performance, position, responsibility level, the reason for the request, whether other individuals are already out on leave, and the expected impact of the leave on the employer.
Section 16: Offset

L.A. LOMOD intends to administer its leave of absence policies in accordance with the requirements of all applicable state and federal laws. Instances may exist where two or more leave of absence policies provide overlapping protections for an eligible employee. However, it is the general intention of L.A. LOMOD’s policies to limit employees to the time available under the single most favorable leave of absence policy and to prevent employees from exceeding the limitations of that policy. Accordingly, any leave of absence that is taken by an employee under any policy or based upon any request for time off that could have been taken under any other policy of the employer (if the employee had requested the opportunity to do so) shall be credited against the maximum limit on leaves established in each of the policies that provided the employee a basis to request leave.

Section 17: Use and Accrual of General Leave while on a Leave of Absence

To the extent permitted by law, and except as provided for in this Employee Handbook, employees who have accrued but unused general leave or floating holiday hours must use those accruals when taking a leave of absence. Any portion of a leave that occurs after all general leave and floating holidays have been exhausted shall be without pay. In no event will the salary of an exempt employee be affected by a partial day absence.

Employees do not earn or accrue any benefits, including but not limited to general leave accruals and holiday pay, during any pay-period in which they did not work. Except as provided for in this Employee Handbook and to the extent permitted by law, employees will be fully responsible to pay the costs of any insurance benefits during an unpaid leave of absence. Arrangements should be made for the payment of any premiums before the leave begins to avoid the possibility of a loss or interruption in coverage. If employee’s leave is unforeseen, arrangements for the payment of premiums should be made as soon as practicable.

Article VIII: Performance, Standards of Conduct and Discipline

Section 1: Performance Standards

A. Obligations of All Employees

In order to attain its objective, L.A. LOMOD needs and expects the wholehearted cooperation and efforts of every employee. Therefore, it is inherent in the employer-employee relationship that each
employee render honest, efficient and economical service in the performance of their
duties. All employees are expected to develop the necessary skills and other attributes
to accept and properly discharge the authority and responsibility of their present position
or prospective promotional position. Moreover, all employees are expected to observe
regular working hours.

B. Obligations of Supervisory Employees

It shall be understood by all employees who occupy supervisory positions that the
conditions of their employment impose the following obligations:

1. To participate in the formulation of administrative policies and procedures and to
   bring forth contributions which will facilitate L.A. LOMOD’s effective and efficient
   operations;
2. To the extent appropriate, to exercise discretion and judgment in the administration
   of policies and procedures and to represent the best interest of L.A. LOMOD in the
   exercise of their duties;
3. To plan their own work and that of the department for which they are responsible
   in order to achieve mutually understood objectives in accordance with
   predetermined time schedules.
4. To develop employees capable of rendering a distinct contribution to the effective
   operation of L.A. LOMOD.
5. To continuously appraise and evaluate the performance of employees and to take
   disciplinary action when employee performance does not meet the minimum
   requirements of the position or is otherwise in conflict with the best interests of L.A.
   LOMOD.
6. To observe the established policies and other conditions of employment.

Section 2: Performance Appraisals/Evaluations

Performance evaluations are an important part of L.A. LOMOD’s personnel practices.
They provide an objective, consistent and fair way to gauge each employee’s on-the-job
effectiveness. The evaluation process should inform employees of their standing within
L.A. LOMOD and communicate expected standards of performance. It is also used to
discuss work standards, areas where improvement is needed, career development
potential and possible opportunities.

In addition to being evaluated at the completion of an employee’s introductory period, all
full-time regular employees will be reviewed annually. If an employee is transferred or
promoted within the calendar year, the review will be completed by the current supervisor. Employees will receive a copy of the written performance evaluation. A copy of the form will also be included in an employee’s personnel file.

In addition to being evaluated at the completion of an employee’s introductory period, all full-time regular employees will be reviewed approximately one (1) year from their date of hire and approximately every year thereafter annually prior to the end of the calendar year. If an employee is transferred or promoted within the calendar year, the review date may be adjusted will be completed by the current supervisor. Employees will receive a copy of the written performance evaluation. A copy of the form will also be included in an employee’s personnel file.

In addition to the formal evaluations that employees receive annually, employees work performance will be evaluated regularly by their immediate supervisors.

**Section 2.1: Performance Evaluation Meeting**

The supervisor will meet with the employee to discuss the evaluation. The employee shall sign the evaluation to acknowledge receipt of and that they have met with their supervisor to discuss the evaluation. The employee’s signature shall not be construed to mean that they are in agreement with the contents of the evaluation.

**Section 3: Standards of Conduct**

It is not possible to provide employees a complete list of every possible type of disciplinary offense. However, in order to provide employees some guidance concerning unacceptable behavior, the following are some examples of types of conduct that are considered impermissible. Employees who engage in serious misconduct or whose performance is unsatisfactory may be subject to disciplinary action, up to and possibly including immediate termination. The list below is intended simply to provide some examples of disciplinary offenses. Nothing in this policy is intended to prevent employees from engaging in concerted activity protected by law.

**Examples of inappropriate conduct include:**

1. Violation of the policies and procedures set forth in these Personnel Rules or any stand-alone policies adopted by L.A. LOMOD.
2. Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
3. Being under the influence of alcohol or any intoxicating substances during working hours on L.A. LOMOD property or attending L.A. LOMOD business.
4. Falsification of or making material omission on forms, records, applications, or reports, including time cards, application materials or customer records.

2. Actual or threatened physical violence toward another employee.

3. Possessing or bringing firearms, weapons, alcohol, illegal drugs or chemicals on or to L.A. LOMOD's property.

4. Insubordination in the form of refusing to follow a supervisor's directions in the exercise of an employee's job duties.

5. Unlawful disclosure of confidential information not otherwise available to persons or firms outside of L.A. LOMOD.

6. Punching or recording time on another employee's timecard, or requesting another individual to punch or record one's timecard.

7. Destroying or damaging L.A. LOMOD or employee property, records or other materials.

8. Violating safety or health rules or practices or engaging in conduct that creates a safety or health hazard.

9. Using, possessing, distributing, transferring, or being under the influence of alcohol or unlawful drugs while on duty, while on L.A. LOMOD property, or while operating an L.A. LOMOD vehicle.

10. Sleeping while on duty.

11. Excessive absenteeism or tardiness.

12. Sexual harassment or other unlawful harassment of another employee.

13. Unlawful retaliation against any employee or member of the public who in good faith reports, discloses, divulges or otherwise brings to the attention of L.A. LOMOD, or other appropriate authority, any facts or information relative to actual or suspected violations of any law occurring on the job or directly related thereto.

14. Workplace bullying and similarly abusive and unprofessional conduct in the workplace.

15. Taking L.A. Authority LOMOD's or an employee's property.

16. Unprofessional behavior in the workplace, fighting with, or harassment (as defined in our EEO policies) of any fellow employee, vendor, or customer.

17. Smoking in non-designated areas.

18. Solicitation of employees, visitors, and others on L.A. LOMOD's premises during working time. Solicitation may include selling items or services and soliciting or seeking to obtain membership in or support for any organization.
Outside employment that interferes with your ability to perform your job responsibilities at L.A. LOMOD. Violating BHI policies and procedures, including but not limited to the Code of Conduct, Anti-Fraud Policy and Anti-Harassment Policy.

Participating in any monetary transaction in the form of wagering, gambling or games of chance, whether legal or not, on L.A. LOMOD’s premises or while on duty.

Discourteous treatment of the public, clients, tenants, vendors, or other employees, including but not limited to swearing, yelling, belligerence, fighting, assaultive behavior or other disruptive conduct while on duty.

Unsatisfactory performance, incompetency, inefficiency or inexcusable neglect of duties.

Section 4: Discipline

It is important that all employees perform to the best of their abilities at all times. There will be occasions, however, where employees perform at an unsatisfactory level, violate a policy or engage in serious misconduct. As previously noted, employment may be terminated at-will by the employee or the employer at any time with or without cause and without following any system of discipline or warnings. Nevertheless, L.A. LOMOD may choose to exercise its discretion to utilize forms of discipline that are less severe than termination in certain cases. Examples of such less severe forms of discipline include verbal warnings, written warnings, probationary action and demotion.

Although one or more of these steps may be taken in connection with a particular employee, no formal order or system is necessary. An employee may, of course, resign at any time. The employer may also terminate the employment relationship, at any time, without following any particular series of steps whenever it determines, in its own discretion, that such action should occur.

Article IX: Teleworking

L.A. LOMOD requires its employees to telework as a condition of employment. New hires, recently promoted employees participating in training and employees not in good standings may be required to report to work at L.A. LOMOD’s corporate office. Occasions may arise where employees can efficiently perform their duties at locations other than L.A. LOMOD’s regular place of business. For such positions designated by L.A. LOMOD, employees can submit a written request to telework. L.A. LOMOD may grant or deny.
such a request in writing in its sole and absolute discretion. L.A. LOMOD may decline a request where it determines that it is inconsistent with its business needs, other interests, or the employee’s job functions. As illustrations, a request may be denied where direct interaction between the employee and other workers or L.A. LOMOD’s client’s is important or where L.A. LOMOD’s standards of quality, quantity, efficiency, productivity or safety may be compromised if the employee does not work on L.A. LOMOD’s premises. Where approval is granted,

L.A. LOMOD will provide specific tools and equipment for the employee to perform their duties. Examples of such tools include, but are not limited to, computer hardware, internet connectivity and cell phones. In situations where L.A. LOMOD cannot provide the specific tools or equipment for the employee to perform their duties, L.A. LOMOD will reimburse employees for such expenses. These items may be considered L.A. LOMOD property and subject to restrictions.

Teleworking employees must comply with all personnel policies and safety standards. These include, but are not limited to, policies against unauthorized overtime work, meal periods, rest periods, workplace safety and security, safeguarding of client information, confidentiality, record keeping, expense reimbursement and information technology.

Teleworking employees must execute a Teleworking Agreement outlining the terms and conditions of the telework arrangement. The Teleworking Agreement may be modified at any time by L.A. LOMOD, based on management’s assessment of the employee’s work performance, department productivity, changes in the requirements of the job and other business reasons.

Except where telework is a condition of employment, either L.A. LOMOD or the employee may terminate the telework arrangement at any time.

Article X: Driving

L.A. LOMOD requires that employees with driving responsibilities maintain safe driving records as a condition of employment and continued employment. Individuals who fail to maintain such driving records may become unsuitable for their positions. In such cases, L.A. LOMOD reserves the right to discipline or terminate employees with driving responsibilities whose driving records become unsatisfactory, in the sole discretion of the employer.

Employees who use their personal vehicle for L.A. LOMOD business must obtain prior approval and authorization. Such expenses will be reimbursed at the Internal Revenue
Service approved mileage reimbursement rate in effect at the time travel occurs. L.A. LOMOD may require appropriate documentation, logs or other evidence to substantiate mileage claims. Employees using their own vehicles are responsible for maintaining all required insurance at their own expense and shall provide L.A. LOMOD proof of insurance and eligibility to operate a motor vehicle at least annually.

Employees are expected to read and fully comply with L.A. LOMOD’s Travel Policy prior to any work-related driving or travel.

Article XI: Inspection, Monitoring & Privacy

Section 1: Desk Inspection Policy

Although L.A. LOMOD may provide employees with desks and cabinets for use while at work at the L.A. LOMOD corporate office, employees should remember that all such furnishings remain the sole property of L.A. LOMOD. Moreover, L.A. LOMOD reserves the right to open and inspect the desks and cabinets, as well as any contents, effects, or articles that are in desks or cabinets at the L.A. LOMOD corporate office. Such an inspection can occur at any time, with or without advance notice or consent. An inspection may be conducted before, during or after working hours by L.A. LOMOD or its designated representative.

Section 2: L.A. LOMOD’s Telephone, Voicemail, and Computer Mail Systems

L.A. LOMOD telephone lines are limited and are designed only for business use. Except in cases of emergency, employees should not tie up L.A. LOMOD telephone lines with personal calls. L.A. LOMOD may monitor telephone calls to ensure compliance with this policy as well as for other business reasons, including the desire to ensure that calls are handled in a professional manner and to promote efficiency in the manner in which customers are treated. Employees should therefore not assume that calls made or received on L.A. LOMOD lines are confidential.

Similarly, L.A. LOMOD maintains the ability to access any messages left on or transmitted over the phone system and computer mail systems and to override any passwords or codes to do so. Because L.A. LOMOD reserves the right to obtain access to all voicemail and computer messages left on or recorded on its electronic devices, employees should not assume that such messages are confidential or that access by L.A. LOMOD or its designated representative will not occur. Communications, messages or information received by, recorded on, or transmitted over L.A. LOMOD’s phone systems and computer mail systems are not private.
Employees are expected to read and fully comply with L.A. LOMOD’s Internet Technology Policy, which is distributed to all employees at the time of hire.

Section 3: Personal Cell Phone Use

Employees are expected to devote their time, energy and attention while at work to their job responsibilities and duties. The use of personal cell phones while at work represent a distraction that can affect an employee’s productivity and efficiency as well as workplace safety. Employees who bring cell phones to work should silence the ringer and not use the phone during working hours. Personal cell phones may be used during meal and rest breaks and when an employee is not on duty.

Article XII: Non-Fraternization

Section 1: Managers and Supervisors

L.A. LOMOD desires to avoid misunderstandings, complaints of favoritism, possible claims of sexual harassment and the employee morale and dissension problems that can potentially result from personal or social relationships involving managerial and supervisory employees. Accordingly, romantic or sexual relationships between supervisors and employees they supervise or have influence over are discouraged. There is an inherent imbalance of power and potential for exploitation in such relationships. The relationship may create an appearance of impropriety and lead to charges of favoritism by other employees. Furthermore, a welcome sexual relationship may change, with the result that sexual conduct that was initially welcome later becomes unwelcome and harassing. Managers and supervisors are prohibited from fraternizing or becoming romantically involved with one another or with any subordinate employee in their chain of command.

Section 2: All Employees

L.A. LOMOD also desires to avoid misunderstandings, complaints of favoritism, possible claims of sexual harassment and the employee morale and dissension problems that can result from certain other relationships between employees. Accordingly, all employees, both management and non-management, are prohibited from fraternizing or becoming romantically involved with other employees when, in the opinion of L.A. LOMOD, their personal relationships may create a potential conflict of interest, create an unprofessional work environment, or present concerns regarding supervision, safety or security.
Employees who are in a romantic or sexual relationships with co-workers who they regularly work directly with or supervise shall disclose the relationship to the Human Resources Department; at which time, the circumstances will be reviewed to determine whether any conflict of interest exists.

All employees should also remember that L.A. LOMOD maintains a strict policy against unlawful harassment of any kind, including sexual harassment.

**Article XIII: Extra/Outside Employment**

L.A. LOMOD recognizes that employees may desire to engage in certain non-L.A. LOMOD connected activities with entities other than L.A. LOMOD during non-work hours. Performance of such extra-employment activities may be performed provided that such activities do not present a conflict of interest with L.A. LOMOD business. Employees are expected to read and fully comply with L.A. LOMOD’s Code of Conduct Policy, which is distributed to all employees at time of hire.

**Article XIV: Dress Code**

All employees are required to observe good habits of grooming and personal hygiene, and shall present a neat, professional appearance in a manner appropriate for a business office. All garments must be neat, clean and in good repair. Employees may not wear garments that could interfere with work responsibilities or constitute a safety hazard. Employees cannot wear jewelry or clothing that reflects any form of violent, discriminatory, abusive, or similarly unprofessional message. Perfume, cologne and makeup should be suitable for the business office. Footwear must be appropriate for the work environment and the essential functions being performed.

Suitable attire includes, but is not limited to:

- **Females:** Dresses, skirts, suits, or slacks worn with blouses, sweaters (including cardigans) and/or jackets. The length of dresses or skirts should be not shorter than two inches above the knee. Capri pants must be midway between the knee and ankle. Leggings can be worn, but not as pants. All tops must have shoulder straps three inches in width or wider.

- **Males:** Suits, slacks, or trousers worn with dress shirts, sweaters and/or jackets. All shirt tails must be tucked in, except even-hemmed shirts made to be worn out. Wearing a tie is optional.
- **Hair:** Hair must be neat, clean, and well-groomed. Beards, mustaches, and sideburns must be maintained in neat and well-groomed fashion.

- **Jewelry:** Jewelry is acceptable except in areas or job duties wherein it constitutes a health or safety hazard.

- **Piercing(s) other than the ears,** are not appropriate, and such decoration shall not be worn during working hours.

- **Visible Tattoos:** Tattoos should be covered to the best of the employee’s ability during working hours.

- **Safety equipment:** Safety equipment shall be worn where and/or when applicable.

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Inappropriate attire includes, but is not limited to:

1. Work out attire (including sweats, velour “warm up” outfits, sweat bands, leg warmers or leggings worn as pants);

2. Jeans or overalls of any color (except on Fridays or other days designated by L.A. LOMOD);

3. Ripped clothing (this includes attire such as denim that is intentionally ripped);

4. Clothing that is excessively baggy, tight fitting or clinging attire, including clothing that is sagging, hanging loosely, ill-fitting, puffed out, bulging;

5. **Tight or revealing clothing** Spandex body suits;

6. **“Painter” style pants with large pockets at the knees;**

7. **T-Shirts** (except on Fridays);

8. **Sunglasses** or dark lens glasses worn indoors unless medically necessary;

9. **Shorts of any type, knickers, pedal pushers, low-rise or otherwise revealing pants;**

10. **Halter, strapless, “racer back”, bare midriff, low-cut or otherwise cleavage or back revealing tops, shirts, blouses or dresses;**

11. **Sheer blouses without a camisole underneath, spaghetti straps, tank style, camisoles or other narrow strapped shirts, tops or dresses without a covering garment such as a blazer, cardigan, shawl, sweater, etc.;**

12. **Evening wear, club wear or party wear;**

13. **Hats or caps** (except for safety purposes);

14. **Tennis style or athletic shoes** (except on Fridays);
• Flip-flops or beach style sandals; and
• Clothing and shoes that do not provide appropriate coverage or otherwise provide a safety risk.

It is the responsibility of all employees to use good judgment in determining their personal dress and appearance. In circumstances where an employee appears to be dressed inappropriately, L.A. LOMOD retains the discretion to require the employee to make adjustments to their attire, or the employee may be sent home and directed to return to work within a reasonable time in appropriate attire.

Deviations from this policy will be considered on an individual case-by-case basis to accommodate employees' religious beliefs, medical conditions, special work assignments or other unique circumstances.

Employees who have questions regarding appropriate dress and attire should direct them to their supervisor in advance to avoid conflicts and potential problems.

**Article XV: Resignation and Final Pay**

**Section 1: Resignation**

L.A. LOMOD requests that all employees provide at least two weeks advance notice of resignation in writing. Although this notice is not required, it is requested so that L.A. LOMOD will have the opportunity to locate a replacement. Employees who fail to provide advance notice may be considered ineligible for rehire.

**Section 2: Final Paycheck**

Employees will receive their final paycheck within the time required by law. Employees who resign with at least 72 hours advance notice will be provided their final paycheck on their last day of work. Employees who resign without providing at least 72 hours advance notice will receive their final paycheck within 72 hours of their resignation. Employees who are terminated involuntarily will be provided their final paycheck on their last day of work. Final checks may be direct deposited per employee's request. The direct deposit will occur within the established payroll cycle.

L.A. LOMOD property, such as keys, badges, tools, and equipment, must be returned by each employee as soon as possible but no later than the time the final paycheck is issued.
Article XVI: Open Door Policy

L.A. LOMOD subscribes to an open door policy. You are encouraged to see your immediate supervisor with questions or problems relating to your job or feelings of well-being. Your supervisor’s assistance may involve getting the aid of other resource persons. You can also exercise your privilege of requesting a meeting with any management representative without regard to their position. You can talk over any matter of concern directly with a management representative. You may use this procedure without fear of retaliation.

Article XVII: Requests for Information from Outside Sources

L.A. LOMOD strives to anticipate and manage crisis situations in order to reduce disruption to our employees and to maintain our reputation as a high-quality entity. To best serve these objectives, L.A. LOMOD will respond to the news media in a timely and professional manner only through the designated spokespersons.

Moreover, L.A. LOMOD is extremely concerned about the accuracy of information provided to individuals outside L.A. LOMOD regarding current or former employees. Consequently, requests made to L.A. LOMOD for reference checks and letters of reference regarding L.A. LOMOD employees should be directed to the Director/President or their designee.

Article XVIII: Safety and Security

Section 1: Safety

Every employee is responsible for safety. To achieve our goal of providing a completely safe workplace, everyone must be safety conscious. Please report any unsafe or hazardous condition directly to your supervisor immediately. Every effort will be made to remedy problems as quickly as possible.

In cases of an accident involving a personal injury, regardless of how serious, please notify your supervisor or the Director/President immediately. Failure to report accidents can result in violations of legal requirements and can lead to difficulties in processing insurance and benefit claims.
If an employee is injured on the job, they may be entitled to benefits under California's workers' compensation laws. L.A. LOMOD carries workers' compensation insurance and will assist employees to obtain benefits to which they are legally entitled.

**Section 2: Zero Tolerance for Anti-Violence in the Workplace**

L.A. LOMOD is firmly committed to providing a workplace that is free from acts of violence or threats of violence. Although some kinds of violence result from societal problems that are beyond our control, we believe that measures can be adopted to increase protection for employees and to provide a secure workplace. In keeping with this commitment, L.A. LOMOD has a strict policy that prohibits any employee from threatening or committing any act of violence in the workplace, while on duty, while on L.A. LOMOD-related business, or while operating any vehicle or equipment owned or leased by L.A. LOMOD. This policy applies to all employees, including managers, supervisors, and non-supervisory employees.

In order to achieve our goals of providing a workplace that is secure and free from violence, we must enlist the support of all employees. Compliance with this policy and the commitment to a “zero tolerance” policy with respect to workplace violence is every employee’s responsibility.

This list of behaviors provides examples of conduct that is prohibited. Examples of prohibited workplace conduct include, but are not limited to:

1. Causing physical injury to another person.
3. Displaying aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress.
4. Intentionally damaging employer property or property of another employee.
5. Possessing a weapon while on company property or while on company business.
6. Committing acts motivated by or related to sexual harassment or domestic violence.
7. Threats, threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated. Any employee determined to have committed such acts will be subject to disciplinary actions, in accordance with the Personnel Rules and the applicable Memorandum of Understanding. Nonemployees engaged in violent acts on the employer’s premises will be reported to the proper authorities and fully prosecuted.
Employees are required to report any incident involving a threat of violence or act of violence immediately to their supervisor, the Director/President or BHI’s Human Resources representative. They may do so without fear of retaliation of any kind. The supervisor must report the matter immediately to the Director/President or BHI’s Human Resources representative, who will investigate the matter and take appropriate corrective action. This may include the imposition of disciplinary action upon any employee who violates this policy, up to and possibly including immediate termination.

If employees become aware of any workplace security hazards or identify methods of increasing security in the workplace, they should report that information to their supervisor or the Director/President.

Section 3: Smoke Free

L.A. LOMOD is committed to providing a smoke-free environment. Smoking will not be allowed at L.A. LOMOD location(s). Smoking will only be allowed in outdoor smoking areas if designated by L.A. LOMOD in its sole discretion.

Article XIX: L.A. LOMOD’S Rights and Responsibilities

All L.A. LOMOD rights, powers, authority and functions to the extent of the law, shall remain vested exclusively in L.A. LOMOD except to the extent expressly limited by the specific provisions of this Employee Handbook. It is expressly recognized that such rights, powers, authority and functions include, but are by no means limited to, the right to establish and administer policies, procedures and standards to direct and schedule the work force; to hire, promote, demote, transfer and lay off employees; to reprimand, suspend, discharge or otherwise discipline employees; to determine the number of employees and the duties to be performed, to maintain efficiency; to establish, expand, reduce, alter, consolidate or abolish any job classification, operation or service; to determine staffing requirements; to control and regulate the use of facilities, supplies, equipment and other property; to determine the number, location and operation of work sites; to determine the assignment of work; to require overtime work; to discontinue, reorganize or combine any operation despite any consequent reduction or other change in the work force; to introduce new or improved methods of operations regardless of whether or not it causes a reduction in the work force; to establish and change reasonable rules, regulations, policies and practices; to determine the number of supervisors and
other jobs or positions; the right to determine the means of selection, transfer and promotion of employees to said positions and jobs; to determine professional standards; to schedule hours of operation and work; to determine the scope of L.A. LOMOD's activities and the location of such activities; and to determine the materials and equipment to be utilized.

Article XX: Handbook Changes

L.A. LOMOD may change, rescind or add to any policies, benefits or practices described in this Employee Handbook, other than the employment at-will policies, from time to time in its sole and absolute discretion with or without prior notice. L.A. LOMOD will advise employees of material changes within a reasonable time.

Appendix A: Affirmative Action/Equal Employment Opportunity

Appendix B: Policy Against Discrimination, Harassment and Retaliation
Acknowledgment of Receipt of Employee Handbook

This is to acknowledge that I have received a copy of the Employee Handbook and understand that it contains important information on the Los Angeles LOMOD Corporation, a California non-profit organization ("L.A. LOMOD") general personnel policies and on my privileges and obligations as a L.A. LOMOD employee. I acknowledge that I am expected to read, understand, and adhere to L.A. LOMOD’s policies and will familiarize myself with the material in the Employee Handbook. I understand that if I have questions or require additional clarification, at any time during the course of my employment regarding the content of L.A. LOMOD’s Employee Handbook, I will consult with my supervisor or the Human Resources Department.

I also understand that, notwithstanding any provision of the Employee Handbook, I am employed on an at-will basis. Accordingly, my employment may be terminated at any time, either by me or by L.A. LOMOD, either with or without cause or advance notice.

I further understand that I am not an employee of the Housing Authority of the City of Los Angeles ("HACLA") and am not entitled to any benefits offered to HACLA employees.

I further understand that L.A. LOMOD may change, rescind or add to any policies, benefits or practices described in this Employee Handbook, other than the employment at-will policies, from time to time in its sole and absolute discretion with or without prior notice. L.A. LOMOD will advise employees of material changes within a reasonable time.

Name: __________________________________________

Signature: _______________________________________

Date: ___________________________________________
APPENDIX A: AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY

It is the Los Angeles LOMOD Corporation, a California non-profit organization ("L.A. LOMOD") policy to advance social justice and equity by exercising affirmative action to remove all discriminatory barriers to equal employment opportunity and upward mobility. Accordingly, L.A. LOMOD, through this plan of affirmative action, will, with conviction and effort, undertake positively to overcome the present effects of past practices, policies or barriers to equal employment opportunity and to achieve the full and fair participation of women, minorities, and any other protected groups found to be underutilized in the workforce or adversely affected by system policies or practices.

L.A. LOMOD shall not discriminate against any employee or applicant for employment because of race, color, religious creed, sex, sexual orientation, gender, gender identity, gender expression, pregnancy, breastfeeding or related medical condition, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, genetic characteristic or information, military and veteran status, or any other characteristic or information protected by state, federal or local laws.

L.A. LOMOD shall take affirmative action to ensure that applicants and employees are treated without regard to race, color, creed, religion, sex, sexual orientation, gender, gender identity, gender expression, pregnancy, breastfeeding or related medical condition, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, genetic characteristic or information, military and veteran status, or any other characteristic or information protected by state, federal or local laws. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

L.A. LOMOD shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by HUD setting forth the provisions of this nondiscrimination clause. L.A. LOMOD shall assure in all solicitations or advertisements for employees placed by or on behalf of L.A. LOMOD that all qualified applicants will receive consideration for employment without regard to any characteristic or information protected by state, federal or local laws.

L.A. LOMOD will consistently review its personnel policies and procedures to ensure that barriers that unnecessarily exclude protected classes and practices that have an illegal discriminatory impact are identified and eliminated. L.A. LOMOD will explore alternative approaches if any personnel practice is found to have a negative impact on protected classes and establish procedures for any extra efforts that may be necessary to achieve labor market parity.
We also recognize the continued under-representation of persons with disabilities and older persons in the workplace, and will undertake measures to overcome the present effects of past discrimination, if any, to achieve the full and fair utilization of such persons in the workforce.

This policy of non-discrimination will not be limited to employment practices but will extend, as well, to services and programs provided by L.A. LOMOD.

All executive, administrative, and supervisory personnel are expected to discharge their affirmative action responsibilities, in word and deed, consistent with L.A. LOMOD’s objective of establishing and implementing affirmative action and equal employment opportunity.
APPENDIX B: POLICY AGAINST DISCRIMINATION, HARASSMENT AND RETALIATION

The Los Angeles LOMOD Corporation, a California non-profit organization ("L.A. LOMOD") is committed to preventing prohibited harassment, discrimination, retaliation, and abusive conduct/bullying in the workplace.

PURPOSE & APPLICABILITY

A. L.A. LOMOD is committed to providing a work environment that is free from unlawful discrimination, harassment and retaliation. In keeping with this commitment, L.A. LOMOD maintains a strict policy prohibiting unlawful discrimination, harassment and retaliation of any kind, including sexual harassment and other inappropriate conduct based on race, color, religious creed, sex, sexual orientation, gender, gender identity, gender expression, pregnancy, breastfeeding or related medical condition, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, genetic characteristic or information, military and veteran status or any other characteristic protected by law. L.A. LOMOD HAS ZERO TOLERANCE FOR ANY FORM OF UNLAWFUL DISCRIMINATION, HARASSMENT AND RETALIATION.

B. This Policy identifies the types of conduct that are prohibited and the responsibility of covered individuals to report any conduct believed to violate this Policy as soon as possible. This Policy further establishes the guidelines for investigating and resolving internal complaints of Harassment, Discrimination, Retaliation, and Abusive Conduct/Bullying.

A.C. This Policy applies to all L.A. LOMOD employees and commissioners, as well as conduct of a third party towards an L.A. LOMOD employee. This Policy applies to all terms and conditions of employment, internships, and volunteer opportunities, including, but not limited to, selection, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, training opportunities, and compensation.

DEFINITIONS

Definitions used in this policy include, but are not limited to, the following expressed examples.

A. Abusive Conduct / Bullying: Abusive Conduct/Bullying is defined as conduct of managers, supervisors, coworkers or third parties in the workplace, that a reasonable individual of the recipient’s same protected classification would find hostile, offensive, and unrelated to an employer’s legitimate business interests. Abusive conduct may include infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets; verbal or physical conduct that a reasonable individual of the recipient’s same protected classification would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining

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A single act shall not constitute abusive conduct unless especially severe and egregious.

B. Adverse Conduct: Adverse Conduct is defined as any action(s) that can substantially affect the terms and conditions of the employee's employment status or involve making real or implied threats of intimidation to prevent or deter an individual from reporting discrimination, harassment, or participating in Protected Activities.

C. Discrimination: Discrimination is defined as the unfair or unequal treatment in any aspect of employment of an individual or group due to their membership or perceived membership in a Protected Classification.

D. Harassment: Harassment is defined as the negative, inappropriate, unwanted or unwelcomed conduct directed toward an employee based on certain protected characteristics by another employee or a third party.

E. Protected Activity: Protected Activity is defined as making a formal or informal good faith complaint about or reporting discriminatory, harassing, or retaliatory activity, testifying, assisting, or participating in any manner in an investigation, proceeding or hearing relating to discrimination, harassment, retaliation, or any other practice prohibited by the Fair Employment and Housing Act. Protected Activity also includes making a request for an accommodation for a disability; making a request for accommodation for religious beliefs; or reporting violations of this Policy.

F. Protected Classification: Protected Classification includes race (including hairstyles associated with race such as natural hair and protective hairstyles), religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, military and veteran status, or any other basis protected by state and federal law.

G. Retaliation: Retaliation is defined as Adverse Conduct taken against an employee because the employee engaged in Protected Activity.

H. Sexual Harassment: Sexual Harassment is defined as unsolicited and unwelcome sexual advances, requests for sexual favors and other verbal, physical, visual or written conduct of a sexual nature directed at another person, regardless of gender identity.

I. Third Party: A Third Party is defined as any individual that is not an L.A. LOMOD employee, with whom an employee may have contact during the course of their employment. A Third Party may be, but is not limited to, one of the following: residents, clients, program participants, vendors, interns, volunteers, applicants and contractors.

POLICY

L.A. LOMOD prohibits Harassment, Discrimination, Retaliation, and Abusive Conduct/Bullying by managers, supervisors, coworkers, or third parties because: 1) of an individual's Protected Classification; 2) the perception that an individual is a member of a
Protected Classification; 3) the individual associates with a person who has or is perceived to have a Protected Classification; or 4) of an individual's protected activity. Moreover, L.A. LOMOD has zero tolerance for any conduct that constitutes Harassment, Discrimination, Retaliation, or Abusive Conduct/Bullying under this Policy.

L.A. LOMOD is committed to providing a professional work environment free from Discrimination, Harassment, Retaliation, and Abusive Conduct/Bullying. Accordingly, L.A. LOMOD has maintained this anti-harassment policy designed to encourage professional and respectful behavior and prevent Discriminatory, Harassment, Retaliation, and Abusive Conduct /Bullying in the workplace. L.A. LOMOD is committed to implementing appropriate corrective action, in response to misconduct even if the violation does not rise to the level of unlawful conduct.

All employees are expected to assume responsibility for maintaining a work environment that is free from Discrimination, Harassment, Retaliation, and Abusive Conduct/Bullying. Employees are encouraged to promptly report conduct that they believe violates this Policy so that L.A. LOMOD has an opportunity to investigate, address and resolve any concerns. Managers and supervisors are required to promptly report conduct that they believe violates this Policy. L.A. LOMOD is committed to responding to alleged violations.

GENERAL PROVISIONS

A. Discrimination can occur in the provision of employment opportunities, benefits or privileges, including but not limited to working conditions and evaluation standards, if the basis of that treatment is because of the individual’s Protected Classification, actual or perceived; because the individual associates with a person who is member of a Protected Classification, actual or perceived; or because the individual participates in a Protected Activity.

Discrimination of this kind may also be prohibited by a variety of federal, state and local laws, including Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1967, the Americans with Disabilities Act of 1990 and the Fair Employment and Housing Act. This Policy is intended to comply with the prohibitions stated in all applicable anti-discrimination laws, as may be amended from time to time.

B. Harassment can consist of any form or combination of verbal, physical, visual or environmental conduct. It need not be explicit, or even specifically directed at the victim.

Harassment creates a hostile, offensive, oppressive, or intimidating work environment and deprives victims of their statutory right to work in a place free of discrimination when the harassing conduct is conduct that a reasonable individual of the recipient’s same protected classification would find sufficiently offensive, humiliating, distressing, or intrudes upon its victim, so as to disrupt and affect the victim’s ability to perform the job as usual.

A single incident of harassing conduct is sufficient to constitute a hostile work environment if the harassing conduct has unreasonably interfered with the employee's work performance or created an intimidating, hostile, or offensive working environment. Harassment may exist even if the employee has not reported
an intimidating, hostile, or offensive working environment as a result of the harassment.

Harassment includes, but is not limited to the following types of behaviors that are expressed because of a person's actual or perceived Protected Classification:

1. **Verbal:** Inappropriate or offensive remarks, derogatory comments or slurs, jokes, stories or innuendoes based on Protected Classification. Such conduct may include, but is not limited to, inappropriate comments about appearance, physical features, attire, or sexual prowess; unwelcome flirting or propositions; demands for sexual favors; verbal abuse, threats or intimidation of a sexual nature; or sexist, patronizing or ridiculing statements that convey derogatory attitudes about gender identification.

2. **Physical:** Inappropriate or offensive touching, assault, or physical interference with free movement when directed at an individual on the basis of a Protected Classification. This may include, but is not limited to, kissing, patting, lingering or intimate touches, grabbing, massaging, pinching, leering, staring, unnecessarily brushing against or blocking another person, whistling, or sexual gestures.

3. **Visual or Written:** The display or circulation of offensive or derogatory visual or written material related to a Protected Classification. This may include, but is not limited to, posters, cartoons, drawings, graffiti, reading materials, computer graphics, or electronic media transmissions.

4. **Unwelcomed/Unwanted Actions:** Unwanted sexual advances, requests for sexual favors, and other acts of a sexual nature, where submission is made a term or condition of employment, where submission to or rejection of the conduct is used as the basis for employment decisions, or where the conduct is intended to or actually does unreasonably interfere with an individual's work performance or create an intimidating, hostile, or offensive working environment.

5. **Hostile Environment:** A hostile environment can result from unwelcome or unwanted conduct, whether verbal, physical, visual or written, of managers, supervisors, co-workers or Third Parties with whom the victim interacts while on the job, and which a reasonable individual of the recipient's same protected classification would find intimidating, hostile, or offensive based on an individual's Protected Classification. The determination of whether an environment is hostile is based on the totality of the circumstances, including such factors as the frequency of the conduct, the severity of the conduct, whether the conduct is humiliating or physically threatening, and whether the conduct unreasonably interferes with an individual's work.

6. **Quid pro quo:** Quid pro quo harassment can occur in a workplace situation wherein a manager demands, as an explicit or implied term or condition of employment decisions, a subordinate submit to sexual advances (this may include situations which began as a reciprocal relationships, but which later ceased to be reciprocal). Quid pro quo occurs when a manager makes
requests for sexual favors or other verbal, visual or physical conduct of a sexual nature that is an explicit or an implied term or condition of employment decisions and/or promises an employee, or potential employee, something in exchange for a sexual favor. Examples of quid pro quo harassment situations involve a manager promising an employee a job, a raise, or a promotion in exchange for a sexual favor.

Quid pro quo harassment generally results in a tangible employment decision based upon the employee’s acceptance or rejection of unwelcome sexual advances or requests for sexual favors, but it can also result from unwelcome conduct that is of a religious nature.

Harassment can lead to personal liability of the employee engaging in it.

C. Any Retaliation against an individual because they filed or supported a complaint or because they participated in the complaint resolution process is prohibited. Examples of Retaliation include, but are not limited to: reprimanding the employee or giving a performance evaluation that is lower than it should be; transferring the employee to a less desirable work duty or position; engaging in verbal or physical abuse; threatening the employee’s employment status; selective enforcement of the rules; excluding the employee from staff meetings and staff events; negative treatment from supervisor and co-workers such as gossiping, shunning, harassment, etc.; or making the employee’s work more difficult.

Under certain circumstances, management may instruct employees to alter the manner in which they interact with other individuals, including, but not limited to, individuals who have engaged in Protected Activity. Compliance with management’s instructions does not amount to Retaliation.

D. Conduct need not arise to the level of a violation of state or federal law to violate this Policy. A single founded act can violate this Policy and provide grounds for discipline and/or other appropriate sanctions. Discipline and/or other appropriate sanctions shall not be imposed under this Policy absent findings from an investigator that this Policy has been violated.

GUIDELINES FOR DETERMINING HARRASSMENT

Harassment includes any conduct that a reasonable individual of the recipient’s same protected classification would find to be unwelcome or unwanted. The following guidelines regarding whether conduct is unwelcome or unwanted should be followed:

A. It is no defense that the recipient “appears” to have consented to the conduct at issue by failing to protest about the conduct. A recipient may not protest for many legitimate reasons, including wanting to avoid being insubordinate, ostracized or subjected to retaliation.

B. Simply because no one has complained about a joke, gesture, picture, physical contact, or comment does not mean that the conduct is welcome. Harassment can evolve over time. Small, isolated incidents might be tolerated up to a point. The fact that no one has yet complained does not preclude someone from complaining if the conduct is repeated in the future.
C. Even visual, verbal, or physical conduct between two people who appear to welcome the conduct can constitute harassment of a third person who witnesses the conduct or learns about the conduct later. Conduct can constitute harassment even if it is not explicitly or specifically directed at a particular individual.

D. Conduct can constitute harassment even if the individual has no intention to harass. Even well-intentioned conduct can violate this Policy if a reasonable individual of the recipient’s same protected classification would find it offensive (e.g., gifts, over-attention, endearing nicknames, hugs).

PROHIBITED SUPERVISORY OR MANAGERIAL BEHAVIOR

A. No supervisor, manager, or person in any other position of authority may condition any employment, employee benefit or continued employment at L.A. LOMOD on an applicant’s or employee’s acquiescence to any of the behavior defined above.

B. No supervisor, manager, or person in any other position of authority may retaliate against any applicant, or employee, because that person has opposed a practice prohibited by this Policy or has filed a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing conducted by an authorized investigator on behalf of L.A. LOMOD.

C. Romantic or sexual relationships between supervisors and employees they supervise or have influence over are discouraged. There is an inherent imbalance of power and potential for exploitation in such relationships. The relationship may create an appearance of impropriety and lead to charges of favoritism by other employees. A welcome sexual relationship may change, with the result that sexual conduct that was once welcome becomes unwelcome and harassing.

BEHAVIOR PROHIBITED BY ALL EMPLOYEES AND COMMISSIONERS

A. No employee or commissioner shall create a hostile or offensive work environment for any other person by engaging in Harassment, Discrimination, Retaliation, or Abusive Conduct/Bullying or by tolerating it on the part of any employee.

B. No employee or commissioner shall assist any individual in doing any act which constitutes discriminatory harassment against any employee of L.A. LOMOD.

C. No employee or commissioner shall destroy evidence relevant to an investigation of Harassment, Discrimination, Retaliation, or Abusive Conduct/Bullying.

POSTING OF THE POLICY

A. A copy of this Policy shall be provided to all employees and commissioners of L.A. LOMOD, as well as displayed in prominent locations throughout L.A. LOMOD.

B. A copy of the information sheet on harassment prepared by the California Department of Fair Employment and Housing (“DFEH”) shall be made available to all L.A. LOMOD employees and commissioners upon request.

C. The Human Resources Department shall provide new employees with a copy of this Policy within one week of the commencement of their employment.
D. An individual has the option to report harassment, discrimination, or retaliation to the U.S. Equal Employment Opportunity Commission (“EEOC”) or the DFEH. These administrative agencies offer legal remedies and a complaint process. The nearest offices are listed on the Internet and in the government section of the telephone book. Employees can check the posters that are located on L.A. LOMOD’s bulletin boards for office locations and telephone numbers.

OBLIGATIONS OF ALL EMPLOYEES

All L.A. LOMOD employees are expected to conduct themselves as follows:

1. Treat all individuals in the workplace or on worksites with respect and consideration.
2. Model behavior that conforms to this Policy.
3. Participate in harassment prevention training every two years.
4. Cooperate with L.A. LOMOD’s investigations by responding fully and truthfully to all questions posed during the investigation.
5. Take no actions to influence any potential witness while the investigation is ongoing.
6. Report any act they believe in good faith constitutes Harassment, Discrimination, Retaliation, or Abusive Conduct/Bullying as defined in this Policy to the Human Resources Department. This includes reporting such acts by a Third Party.
7. Employees who are in a romantic or sexual relationships with co-workers who they regularly work directly with or supervise shall disclose the relationship to the Human Resources Department; at which time, the circumstances will be reviewed to determine whether any conflict of interest exists.

OBLIGATIONS OF SUPERVISORS/MANAGERS

In addition to the responsibilities listed above, each manager and supervisor is responsible for:

1. Participating in harassment prevention training every two years. The Human Resources Department shall schedule employees of L.A. LOMOD for training on the Policy.
2. Taking all steps necessary to prevent Harassment, Discrimination, Retaliation, and Abusive Conduct/Bullying, from occurring, including, but not limited to, reporting the acts of Third Parties with respect to any harassment activities, monitoring the work environment, and taking immediate appropriate action to stop potential violations, such as removing inappropriate pictures or correcting inappropriate language.
3. Assisting in the investigation of complaints involving employee(s) in their departments.
4. Reporting potential violations of this Policy of which they become aware, to the Human Resources Department, regardless of whether a complaint has been submitted.

COMPLAINT PROCEDURE AND INVESTIGATIVE/CORRECTIVE ACTION

L.A. LOMOD takes a proactive approach to potential Policy violations and will conduct an investigation if its supervisory or management employees become aware that harassment, discrimination or retaliation may be occurring, regardless of who reports a potential violation.

A. Filing a Complaint

All persons shall immediately report, either orally or in writing, any allegations of Harassment, Discrimination, Retaliation, or Abusive Conduct/Bullying to their supervisor, manager, department head or to the Human Resources Department, without regard to any chain of command. This includes any conduct which they have observed, regardless of whether reported by the individual who is the subject of the harassment. Any supervisor or manager who receives a complaint regarding Harassment, Discrimination, Retaliation, or Abusive Conduct/Bullying shall immediately report it to the Human Resources Department.

Under no circumstances shall an employee of L.A. LOMOD who believes that they have been the victim of Harassment, Discrimination, Retaliation, or Abusive Conduct/Bullying be required to first report that harassment to a supervisor or other authority figure if that supervisor or authority figure is the individual who has engaged in harassment.

B. Investigative/Corrective Action

1. The Human Resources Department shall authorize and supervise the investigation or conduct the investigation of any incident of alleged harassment, discrimination or retaliation reported to them. Investigations will be fair, timely and impartial and conducted by qualified personnel. The investigation shall be conducted in a way which ensures, to the extent possible, the privacy of the parties involved.

2. The person designated to investigate shall review the factual information gathered through the investigation to determine whether the alleged conduct violates this Policy giving consideration to all factual information, the totality of the circumstances, including the nature of the conduct, and the context in which the alleged incidents occurred. The person designated to investigate shall document and track for reasonable progress.

3. Once the investigation has been completed, the person designated to investigate shall immediately report in writing the results of any investigation, including whether this Policy has been violated to the Human Resources Department or its designee. The Human Resources Department or its designee shall notify the complainant that the matter has concluded and whether the allegations were substantiated. If discipline or sanctions are imposed, the level of discipline or sanctions will not be communicated to the complainant.
4. If conduct in violation of this Policy is found to have occurred, the supervisor or manager shall take or recommend to the appointing authority prompt and effective remedial action. The remedial action will be commensurate with the severity of the offense. Disciplinary action taken by any supervisor or manager shall be decided in accordance with L.A. LOMOD policy and after consultation with the Human Resources Director.

5. L.A. LOMOD shall take reasonable steps to protect the complainant from Harassment, Discrimination, Retaliation, or Abusive Conduct/Bullying.

6. The Human Resources Department shall follow up with those who have complained of Harassment, Discrimination, or Retaliation within three months of any reported incident to ensure that the behavior has stopped and that there are no reprisals. Individuals who have questions about their rights and obligations set forth in this Policy should contact the Human Resources Department.

Under no circumstances shall a supervisor, manager, or any other position of authority retaliate in any way against an individual who has provided information as a witness to an incident of alleged Harassment, Discrimination, Retaliation, or Abusive Conduct/Bullying.

An employee who intentionally files a false report under this Policy may be subject to discipline actions, up to and including termination.

CONFIDENTIALITY

Every effort will be made to ensure the confidentiality of complaints made under this Policy to the greatest extent feasible. Complete confidentiality cannot be guaranteed, however, due to the need to investigate fully and the duty to take effective remedial action. An individual who is interviewed during the course of an investigation is prohibited from attempting to influence any potential witness while the investigation is ongoing. An employee may discuss their interview with a designated employee representative. L.A. LOMOD will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order.
Acknowledgment of Receipt of Policy Prohibiting Harassment, Discrimination, Retaliation, and Abusive Conduct/Bullying

I, the undersigned, acknowledge the receipt of the Los Angeles LOMOD Corporation, a California non-profit organization ("L.A. LOMOD") Policy Prohibiting Harassment, Discrimination, Retaliation, and Abusive Conduct/Bullying (Policy) provided to me on this date.

I acknowledge that I have read this Policy, understand the content and the expectation, and agree to abide by the Policy guidelines. I understand that if I have questions or require additional clarification, at any time during the course of my employment regarding L.A. LOMOD’s Policy Prohibiting Harassment, Discrimination, Retaliation, and Abusive Conduct/Bullying, I will consult with my supervisor or the Human Resources Department.

Print Name: __________________________________________

Date: ________________________________________________

Signature: ___________________________________________
Introduction to Handbook

Los Angeles LOMOD Corporation, a California non-profit organization (hereinafter “L.A. LOMOD”), is a separate legal entity from the Housing Authority of the City of Los Angeles. L.A. LOMOD has prepared this Employee Handbook to provide employees an overview of its policies, benefits and rules. It is intended to familiarize employees with important information about L.A. LOMOD, as well as information regarding their own privileges and responsibilities. It is important that all employees read, understand and follow the provisions of this Employee Handbook as it may be amended from time to time by L.A. LOMOD.

L.A. LOMOD certainly hopes that it and every L.A. LOMOD employee will find the employment relationship satisfying and rewarding in all respects. At the same time, it recognizes that the relationships are not always mutually satisfactory. TO PROTECT BOTH PARTIES’ RIGHTS, IT SHOULD BE REMEMBERED THAT THE EMPLOYMENT RELATIONSHIP IS TERMINABLE AT-WILL, AT THE OPTION OF ANY EMPLOYEE OR L.A. LOMOD. Moreover, no one at L.A. LOMOD, other than the President, has the authority or legal ability to modify the at–will nature of the employment relationship. L.A. LOMOD’s President can do so only if it is done specifically in a written agreement that is signed both by the President and the employee.

The Employee Handbook does not create any contractual rights, or any express or implied employment contract between L.A. LOMOD and the individuals covered.

It is not possible to anticipate every situation that may arise in the workplace or to provide information that answers every possible question. In addition, circumstances will undoubtedly require that policies, practices and benefits described in this Employee Handbook change from time to time. Accordingly, L.A. LOMOD reserves the right to modify, supplement, rescind or revise any provisions of this Employee Handbook, other than the employment at-will provisions, from time to time, as it deems necessary or appropriate in its discretion. Employees will be advised of changes as they occur.

This Employee Handbook seeks to describe the policies it covers in a manner that complies with the applicable legal standards. If the laws change, L.A. LOMOD will administer its policies and practices in a manner that conforms to the legal requirements applicable at the time.
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Article I: Equal Opportunity Employer

Section 1: Equal Employment Opportunity

L.A. LOMOD affords equal employment opportunity for all qualified employees and applicants as to all terms of employment, including compensation, hiring, training, promotion, transfer, discipline, and termination. L.A. LOMOD prohibits discrimination against employees or applicants for employment on the basis of Protected Classification which includes race (including hairstyles associated with race such as natural hair and protective hairstyles), religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or military and veteran status, or any other basis protected by law. Employees, volunteers, or applicants who believe they have experienced any form of employment discrimination or abusive conduct are encouraged to report the conduct immediately by using the complaint procedures provided in these Policies, or by contacting the U.S. Equal Employment Opportunity Commission or the California Department of Fair Employment and Housing.


Section 2: Nondiscrimination on the Basis of Disabilities

In furtherance of our nation’s commitment to end discrimination against qualified disabled individuals, and in accordance with applicable provisions of section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and the regulations properly issued thereunder to protect the rights of qualified disabled persons, it is L.A. LOMOD’s policy that no program or activity administered by L.A. LOMOD shall exclude from participation, deny benefits to or subject to discrimination any individual solely by reason of their disability. Equal employment opportunity will be extended to qualified disabled persons in all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall and termination.

Section 3: Reasonable Accommodation and Interactive Process

Absent the imposition of undue hardship to L.A. LOMOD, its operations or the existence of a direct threat to either the health and safety of employees requesting the accommodation or others, L.A. LOMOD will provide employment-related accommodations to employees or an applicant for employment consistent with its legal obligations to do so:
Disability or Medical Condition - L.A. LOMOD will make reasonable accommodations for the known physical or mental disability or known medical condition of an applicant or employee, consistent with its legal obligations to do so. As part of its commitment to make reasonable accommodations, L.A. LOMOD also wishes to participate in a timely, good faith, interactive process with the disabled applicant or employee to determine effective reasonable accommodations, if any, which can be made. Applicants and employees are invited to identify reasonable accommodations that can be made to assist them to perform the essential functions of the position they seek or occupy.

Accommodations must be determined on a case-by-case basis; as such, L.A. LOMOD may disregard provisions of this Employee Handbook in order to avoid discrimination relative to hiring, promotion, transfer, layoffs, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

Religion - L.A. LOMOD will make reasonable accommodations for an applicant or employee’s religious belief, consistent with its legal obligations to do so. As part of its commitment to make reasonable accommodations, L.A. LOMOD also wishes to participate in a timely, good faith, interactive process with the applicant or employee to determine effective reasonable accommodations, if any, which can be made. Applicants and employees are invited to identify reasonable accommodations that can be made to assist them to perform the essential functions of the position they seek or occupy.

Accommodations must be determined on a case-by-case basis; as such, L.A. LOMOD may disregard provisions of this Employee Handbook in order to avoid discrimination relative to hiring, promotion, transfer, layoffs, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

Employees may request accommodation without fear of retaliation.

Section 4: Discrimination, Harassment and Retaliation Are Prohibited

L.A. LOMOD is committed to providing a professional work environment free from discrimination, harassment, retaliation, and abusive conduct/bullying. Accordingly, L.A. LOMOD has adopted and maintained the anti-harassment policy designed to encourage professional and respectful behavior and prevent discriminatory, harassment, retaliation, and abusive/bullying conduct in the workplace. L.A. LOMOD is committed to implementing appropriate corrective action in response to misconduct even if the violation does not rise to the level of unlawful conduct.

Anybody who believes that they have been harassed, discriminated against or retaliated against should promptly report the facts of the incident or incidents and the names of the individuals involved to L.A. LOMOD’s Human Resources representative, the employee’s immediate supervisor or other management level employee, without fear of retaliation.
Management level employees include supervisors, managers, Sr. Operations Manager, Assistant Director and the Director/President of L.A. LOMOD. Any management level employee who receives a complaint of discrimination, harassment or retaliation shall immediately report it to L.A. LOMOD’s Human Resources representative or President of L.A. LOMOD. L.A. LOMOD will investigate all such claims and take appropriate corrective action.

L.A. LOMOD’s Policy Against Discrimination, Harassment and Retaliation is set forth in Appendix “B”.

**Article II: Pre-Employment**

**Section 1: Medical Examination**

Each applicant who receives a conditional offer of employment is required to take a pre-employment medical examination before beginning work at L.A. LOMOD. The exam shall be job-related and consistent with business necessity. This examination is provided by L.A. LOMOD at its sole expense. Consequently, there is no cost to the applicant. Every offer of employment is contingent upon the successful completion of the medical examination.

**Section 2: Drug/Alcohol Screenings**

L.A. LOMOD is committed to providing a safe, efficient and productive workplace. To achieve this objective, L.A. LOMOD desires to prevent drug or alcohol use from adversely affecting the workplace. Accordingly, applicants who receive a conditional offer of employment must, subject to any applicable legal requirements, successfully complete a pre-employment drug and alcohol screening examination before they may begin work. This examination is provided by L.A. LOMOD at its sole expense. All offers of employment are conditioned upon successful completion of this examination.

**Section 3: Verification of Status**

Federal law requires all employers to verify each employee’s identity and legal authority to work in the United States. All offers of employment are conditioned upon the receipt of satisfactory evidence of a prospective employee’s identity and legal authority to work in the United States.

**Section 4: Identification Badges**

Upon commencing employment, each employee is provided an identification badge. Employees must carry their identification badge with them while they are on L.A. LOMOD’s premises or providing services on L.A. LOMOD’s behalf.
Article III: The Employment Relationship

Section 1: At-Will Employee

Your employment relationship with L.A. LOMOD is at-will. This means that you are entirely free to resign at any time, with or without a reason or advance notice. It also means that L.A. LOMOD can terminate your employment at any time, with or without cause or advance notice.

No employee or representative of L.A. LOMOD other than the President has any authority to enter into any agreement for employment for any specified period of time or to make any agreement that is contrary to the employment at-will policy. Moreover, the President of L.A. LOMOD may not alter the at-will nature of the employment relationship unless they do so specifically in a written agreement signed by both the President and the employee.

Section 2: Introductory Periods

All employees work in an "introductory" status for the first 180 calendar days after their date of hire. The introductory period also applies when an employee's position within L.A. LOMOD changes. This introductory period gives the supervisor the opportunity to determine the ability with which the employee performs their job. It also provides the employee with the opportunity to decide if they are satisfied with the position. L.A. LOMOD reserves the right to extend the duration of the introductory period when such an extension is determined appropriate in L.A. LOMOD's sole and absolute discretion.

Upon completion of the introductory period, a performance evaluation will be conducted to ascertain the advisability of the employee's continued employment on a regular basis. The employee will be advised in writing if and when the introductory period is satisfactorily completed. However, either the employee or L.A. LOMOD can terminate the employment relationship at any time during or after the introductory period, with or without cause and without any advance notice.

Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

Section 3: Change of Employee Information

Each employee is responsible for promptly notifying L.A. LOMOD of any changes in important information. Specifically, employee addresses and telephone numbers are essential for many purposes, including proper mailings from L.A. LOMOD. Moreover,
changes in the number of an employee’s dependents may necessitate a change in the number of exemptions claimed for income tax withholding purposes and to add or delete members from L.A. LOMOD’s health insurance plan.

**Section 4: Transfers and Promotions**

L.A. LOMOD encourages employees to apply for promotions for which they are qualified. Promotions and transfers shall be based on the ability, qualifications, past performance and potential of the candidates for the positions.

Where business needs dictate, and to the extent permitted by law, L.A. LOMOD reserves the right to make decisions regarding internal promotions and transfers without posting the position or interviewing interested candidates.

**Article IV: Employee Classifications**

**Section 1: Regular Employees**

Employees who successfully complete their introductory period are called “regular” employees. Such employees are hired for an indefinite and unspecified duration. Accordingly, employment is at the mutual consent of the employee and L.A. LOMOD and can be terminated at-will, at any time, with or without cause, by the employee or L.A. LOMOD.

**Section 2: Rehired Employees**

Employees who are rehired following a break in service in excess of 12 months, other than an approved leave of absence, must serve a new introductory period whether or not such a period was previously completed.

**Section 3: Temporary Employees**

A temporary employee is an employee who is hired on a temporary basis for completion of a specific task or project. An employee will not automatically change from temporary to another status merely by working in excess of the period originally expected and/or designated. An employee will change from temporary to regular status only if advised of such a change, in writing. Such notification will indicate the effective date on which the employee became or will become a regular employee. Temporary employees may be eligible for some L.A. LOMOD-sponsored benefits. Temporary employees should contact the Administrative Manager or Director/President with any questions pertaining to their eligibility for benefits.

**Section 4: Non-Exempt Employees**
Non-exempt employees include all employees who are covered by the overtime provisions of the Federal Fair Labor Standards Act or any applicable state laws. Employees in this category are entitled to premium pay for work in accordance with applicable provisions of state and federal laws.

**Section 5: Exempt Employees**

Exempt employees include all employees who are classified by L.A. LOMOD as exempt from the overtime provisions of the Federal Fair Labor Standards Act and any applicable state laws.

Employees who are characterized by L.A. LOMOD as exempt from the overtime provisions of state and federal laws are paid a salary that is intended to fully compensate them for all hours worked each week, however few or many those hours are. The salary consists of a predetermined amount constituting the exempt employee’s compensation. That amount is not subject to reduction because of variations in the quality or quantity of the employee’s work. As a general rule, an exempt employee’s salary is not subject to deductions. Exceptions to the general rule will apply only when they are expressly authorized under applicable state and federal laws. This may occur, for example, when an employee has exhausted all accrued vacation benefits and misses additional full days of work for personal reasons. No deductions will be made unless they are permitted by the regulations issued under the Fair Labor Standards Act and any applicable state laws.

Any employee who believes that an improper deduction or violation of the laws regulating salaries has occurred is encouraged to advise the Director/President or file a grievance as soon as possible. The matter will be promptly investigated and, if a mistake occurred, corrected. Employees may address such matters without fear of any retaliation.

**Article V: Payroll, Scheduling and Overtime Practices**

**Section 1: Hours of Operation**

L.A. LOMOD’s regular week of work is a five-day period, Monday through Friday. L.A. LOMOD’s payroll workweek is a seven consecutive day period which begins at 12:01 a.m. Sunday and ends at midnight on the following Saturday. The standard day of work for full-time employees is eight hours, exclusive of the meal period; however, L.A. LOMOD may implement alternative work schedules in accordance with applicable laws. Although each employee is assigned a standard work schedule by their supervisor, various factors, such as workloads, operational efficiency, and staffing needs, may require variations in an employee’s starting and quitting times and total hours worked each day or each week. L.A. LOMOD reserves the right to assign employees to jobs other than their usual assignments when required. In addition, non-exempt employees may be required to work overtime or hours other than those normally scheduled whenever necessary.
For employees participating in the 9/80 flex schedule, the beginning of the workweek will begin four hours after the start of their scheduled shift on their eight-hour Friday. For example, employees who participate in Schedule “A” with a start time of 8:00 a.m. will have their workweek commence at 12:00 p.m. on Friday.

As part of our responsibility to our clients, the public, and to other employees, we expect our employees to be at work as scheduled and to arrange their personal schedules to accommodate the established working hours. Employees are expected to be at their workstation, ready to begin work, at the beginning of their assigned shift.

Section 2: Time Records

All time records represent legal documents that are used to accurately record working time and to compensate non-exempt employees properly. Time records remain the sole property of L.A. LOMOD.

Non-exempt employees are required to record all working time fully and accurately using L.A. LOMOD’s time management system. This includes the following:

- Time employee reported to work.
- Time employee reported out for their meal period(s).
- Time employee reported back from their meal period(s).
- Time employee reported off work.

If there is a mistake recording time, employees must inform their supervisor immediately so that it is corrected.

Employees will be paid for all time recorded on their time records. Regular punctuality is expected of all employees. Employees must clock-in before they begin work and must stop working once, they have clocked out.

Under limited circumstances, an employee who has not worked their full shift in a given day may be permitted to make-up time. Any such arrangements must be approved by the employee’s supervisor in advance. Moreover, all such arrangements must be done in a manner that complies with meal and rest period requirements. Make-up time must be completed on the same day and is not permitted where it would result in overtime.

Section 3: No Volunteering of Work Time (Off-the-Clock Work)

All time spent for the benefit of L.A. LOMOD must be reported as hours worked on time records so that the employee is paid for all work. Overtime-eligible employees may not “volunteer” work time to perform duties that are the same or similar as their stated or regular job duties. Employees have no authorization to work without compensation. No supervisor has authority to request overtime-eligible employees to volunteer work time.
Employees must fully and accurately record all time worked. Non-exempt employees are expressly prohibited from working outside of their scheduled hours. Off-the-clock work is strictly prohibited.

Falsifying a time record or working off the clock will result in disciplinary action.

**Section 4: Notice when Absent or Tardy**

Employees who will be absent must notify their supervisor within one hour before the start of their shift.

Employees who will be more than 30 minutes tardy for their scheduled shift must notify their supervisor as soon as practicable.

Employees who are absent for three consecutive days and have not contacted their supervisor will be assumed to have voluntarily terminated their employment as of the end of the third day missed. Employees separated under this provision will be reinstated upon proof of justification for such absence, such as severe accident, severe illness, false arrest, or mental or physical impairment which prevented notification.

**Section 5: Use of Accrued Time for Full and Partial Day Absences**

Non-exempt employees must use any accrued general leave or floating holiday hours for full or partial day absences. Exempt employees must use accrued general leave or floating holiday hours for full day absences.

With limited exceptions and to the extent permitted by law, any employee who takes a family and medical leave of absence must utilize any accrued general leave or floating holiday hours for both full and partial day absences.

Except as set forth above, non-exempt employees who are tardy or take a partial day absence for less than one-half (0.5) hour may choose to use general leave, floating holiday hours or leave without pay. Non-exempt employees who are tardy or take a partial day absence for one-half (0.5) hour or more must use accrued general leave or floating holiday hours.

Except as set forth above, exempt employees are not required to use general leave or floating holiday hours for partial day absence. The salary of an exempt employee may be affected by a partial day absence if the absence is taken pursuant to the Family Medical Leave Act (FMLA).

**Section 6: Overtime**

L.A. LOMOD will pay non-exempt employees overtime pay for overtime work in accordance with the requirements of applicable state and federal laws. General leave,
holiday and floating holiday hours paid but not worked are not included in calculating overtime. Overtime is based only on actual hours worked as required by law.

L.A. LOMOD does not permit non-exempt employees to take time off in lieu of receiving overtime pay.

Overtime must be approved, in writing, by your supervisor in advance of being worked. Non-approved overtime will be paid, but you may be subject to disciplinary action.

**Section 7: Meal Periods**

Non-exempt employees who work more than five hours in a day must take an uninterrupted meal period of at least 30 minutes during which they are relieved of all duties. Such employees who work no more than six hours in a day may voluntarily agree to waive their meal period for that day if their supervisor agrees to allow such a waiver. Such a waiver must be in writing. Employees who work over six hours in a day may not waive their meal period.

Non-exempt employees who work more than ten hours in a day must take a second uninterrupted meal periods of at least 30 minutes during which they are relieved of all duties. Such employees who work less than 12 hours in a day may waive their right to a second meal period. Such a waiver must be in writing. The second meal period may be waived only if the employee actually took the first meal period.

Meal periods will be scheduled by each employee’s supervisor. Under all circumstances, the first meal period must begin by the end of an employee’s fifth hour of work. The second meal period must begin by the end of an employee’s tenth hour of work.

Employees may not eat their lunch or take their meal periods at their workstation. Non-Exempt employees must accurately record their meal periods using L.A. LOMOD’s time management system.

**Section 8: Rest Periods**

Non-exempt Employees are authorized to take one paid 15-minute rest period during each four hours of work or major fraction of four hours. Rest periods shall be provided in the middle of each work period insofar as practicable. (For example, a non-exempt employee who works an eight-hour shift is provided two paid 15-minute rest periods, one in each four-hour period.)

Rest periods may not be combined with each other or added to an employee’s meal period.

Employees should not record their rest periods in L.A. LOMOD’s time management system.

**Section 9: Lactation Break Time and Location**
L.A. LOMOD will provide a reasonable amount of break time to accommodate any employee desiring to express breast milk for the employee's infant child each time the employee has a need to express milk. The break time shall, if possible, run concurrently with any break time already provided to the employee. If the employee takes lactation breaks at times other than their provided break times, then the lactation break shall be unpaid, or the employee may choose to use accrued leave.

Those desiring to take a lactation break at times other than their provided break times must notify a supervisor prior to taking such a break. Breaks may be reasonably delayed if they would seriously disrupt operations. Once a lactation break has been approved, the break should not be interrupted except for emergency or exigent circumstances.

L.A. LOMOD will provide a room or other appropriate location in close proximity to the employee's worksite that is not in a bathroom to express milk in private. The room or location will meet the following requirements:

- Be shielded from view and free from intrusion while being used to express milk;
- Be safe, clean, and free of hazardous materials;
- Contain a surface on which to place a breast pump and personal items;
- Contain a place to sit; and
- Have access to electricity needed to operate an electric battery-powered breast pump.

An employee occupying such private area shall either secure the door or otherwise make it clear to others through signage that the area is occupied and should not be disturbed. All other employees should avoid interrupting an employee during an authorized break under this section, except to announce an emergency or other urgent circumstance.

L.A. LOMOD will provide access to a sink with running water and a refrigerator, or other cooling device suitable for storing milk, in close proximity to the employee's work area.

Section 9.1: Lactation Accommodation

An employee may make a request for lactation accommodation, either orally or in writing. Following receipt of a request for lactation accommodation, L.A. LOMOD will provide a timely written response to the employee in which L.A. LOMOD will indicate if it is unable to provide the requested break time or a requested location for the purposes of expressing breast milk.

An employee does not believe that L.A. LOMOD is providing an appropriate lactation accommodation should immediately inform the Human Resources Department.

An employee who does not believe that L.A. LOMOD is providing an appropriate lactation accommodation as required by state law has the right to file a complaint with the California Division of Labor Standards Enforcement/Labor Commissioner.
Section 9.2: Storage of Expressed Milk

Any employee storing expressed milk in any authorized refrigerated area within L.A. LOMOD shall clearly label it as such. No expressed milk shall be stored at L.A. LOMOD beyond the employee’s workday/ shift.

Section 10: Payday/Paystubs

Employees are paid every other Friday. Each pay period covers work performed through the completion of the previous workweek. Employees are encouraged to review their paystubs and time records to ensure accurate payment of wages. Any employee who believes that they have been paid improperly should bring it to the attention of their supervisor immediately. The matter will be promptly investigated and, if a mistake occurred, corrected.

Section 11: Wage Garnishment

L.A. LOMOD is required by law to recognize certain court orders, liens, and wage assignments. When L.A. LOMOD receives a notice of a pending garnishment or wage assignment, the Director/President or designee will discuss it with the employee in an effort to settle the matter without involving L.A. LOMOD. Employees are encouraged to avoid financial transactions that result in garnishments.

Section 12: Expense Reimbursement

It is L.A. LOMOD’s policy to reimburse employees for all necessary expenses that they incur directly in performing their duties and in response to L.A. LOMOD’s directions. This includes, but is not limited to, reimbursement for mileage expenses incurred in the direct performance of an employee’s duties other than commuting to and from L.A. LOMOD’s corporate office.

Section 13: Payroll Deductions

Certain deductions required by law will be made from each employee’s wages. These include state and federal income taxes, social security taxes (FICA), and state disability insurance payments. Deductions will also be made for health insurance premiums or other elected benefits to the extent applicable.

Section 14: Inspection of Payroll Records

Employees may submit a written or verbal request to inspect a copy of their payroll records. Requests must be submitted directly to the Director/President. The request will
be honored within 21 days of the date it is received. Employees who wish to obtain a copy of the payroll records may be asked to reimburse L.A. LOMOD for the actual cost of making the copies. Where an inspection request is made by a former employee, the individual may be required to provide satisfactory evidence of their identity.

Article VI: Benefits

Section 1: Insurance Benefits

L.A. LOMOD provides group health benefits to eligible employees. L.A. LOMOD may offer employees the option to cover dependents on certain benefit plans. Employees are encouraged to review the plan booklets, group insurance policies, and L.A. LOMOD’s official plan documents for the terms and conditions of these benefits. All matters of eligibility for coverage, exclusions, limitations and conditions of benefits shall be determined in accordance with the provisions of the policies and plans. Summary descriptions of employee benefit plans are available from L.A. LOMOD’s Human Resources representative. The exact terms and conditions of L.A. LOMOD’s benefit plans are governed by the plan document themselves. The plan documents supersede any inconsistent statements or descriptions, written or oral.

In order to elect participation, employees must satisfy the eligibility conditions of the program and agree to pay the employee portion of the coverage costs for themselves and their eligible dependents, to the extent applicable. Employees who decline the offered insurance benefits will not receive any portion of any monthly contribution in kind (i.e., cash). L.A. LOMOD is not liable to the employee, their family, heirs, executors, or beneficiaries, for any benefit or payment provided or payable or claimed to be provided or payable under any plan or policy.

Please note that L.A. LOMOD does not guarantee that a particular type of level of benefits will continue in the future. L.A. LOMOD reserves the right to alter, amend or terminate the benefits provided at any time, at its sole discretion, with or without advance notice. Any changes in benefits, however, will not affect rights that have vested under the terms of any written benefit plan.

Section 2: Time-Off Benefits

A. Holidays

L.A. LOMOD observes the following holidays during the year:

New Year’s Day
Martin Luther King’s Birthday
Presidents’ Day
Memorial Day
Juneteenth Day
Independence Day
Labor Day  
Veteran’s Day  
Thanksgiving Day  
Christmas Day

The observed holidays may be changed at L.A. LOMOD’s sole discretion.

If one of the above holidays falls on a Saturday, it will normally be observed on the preceding Friday. If one of the holidays falls on a Sunday, it will normally be observed on the following Monday.

Holiday pay for eligible full-time employees is eight (8) hours. For employees participating in the alternative work schedule program, if a holiday falls on a scheduled 9-hour workday, the time record should read 8 hours holiday and 1 hour general leave or floating holiday.

Part-time employees are not eligible for paid holidays, except to the extent they worked on the holiday. Non-exempt employees must work their scheduled workday before and after the holiday in order to be paid for the holiday, unless they are on approved paid leave.

B. Floating Holidays (full-time regular employees)

In addition to the scheduled holidays identified above, full-time regular employees shall accrue 24 hours of floating holiday time annually on January 1st of each year. For employees who commenced working with L.A. LOMOD after January 1st of a calendar year, the accrual of their floating holiday for their first year of employment shall be prorated as follows: Employees with start dates from January 2nd through April 30th shall accrue the maximum number of twenty-four (24) floating holiday hours for that calendar year. Employees with start dates from May 1st through August 31st shall accrue sixteen (16) floating holiday hours for that calendar year. Employees with start dates from September 1st through December 31st shall accrue eight (8) floating holiday hours for that calendar year.

Employees are encouraged to use all floating holiday hours each year. If an employee has not used all of their floating holiday hours by June 30th of a given year, L.A. LOMOD shall exercise its option, in its sole discretion, either (1) to direct the employee to take time off and use the benefit before the end of the calendar year; or (2) in lieu of time off, to pay employee the value of the accrued but unused benefit.

C. General Leave (full-time regular employees)

General leave provides full-time regular employees with the flexibility to use paid time off to meet personal needs. Full-time regular employees accrue a specified amount of general leave hours and it is up to each individual employee to allocate how it will be
used. General leave can be taken for any reason, including but not limited to vacation, illness of the employee or their family members (including individuals related by blood or affinity), caring for children, school activities, medical, dental or preventative care, personal business, to seek aid, treatment or other assistance related to domestic violence, sexual assault or stalking, or other emergencies. General leave does not replace L.A. LOMOD’s holiday schedule. L.A. LOMOD will continue to have designated paid holidays each year. To the extent permitted by law, L.A. LOMOD requires employees to use any accrued general leave during disability, family medical leave or any other leave of absence.

Rate of Accrual for Full-Time Regular Employees: Full-time employees shall accrue general leave at the rates set forth below and subject to the maximum accrual caps. Eligible employees will accrue general leave for all pay periods worked as well as periods of authorized absence with pay.

<table>
<thead>
<tr>
<th>General Leave by Seniority</th>
<th>Accrual Per Pay Period</th>
<th>Annual Accrual</th>
<th>Accrual Cap</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-5 years (0–60 months)</td>
<td>5</td>
<td>130</td>
<td>220</td>
</tr>
<tr>
<td>6-10 years (61–120 months)</td>
<td>6</td>
<td>156</td>
<td>240</td>
</tr>
<tr>
<td>11+ years (121+ months)</td>
<td>7</td>
<td>182</td>
<td>260</td>
</tr>
</tbody>
</table>

Notice and Scheduling: Although employees begin accruing general leave from the date of hire, general leave may not be taken in the first 90 days of employment, however, floating holiday hours may be used at any time. Thereafter, accrued general leave is available for use beginning in the pay period following the one in which it was accrued.

Employees taking general leave for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee’s family member are required to provide notice as set forth in Article VII, Section 5, below. Employees taking general leave to obtain or attempt to obtain relief from domestic violence, sexual assault or stalking are required to provide notice as set forth in Article VII, Section 13, below.

Employees taking general leave for other reasons in are required to provide their supervisor with reasonable advance notice and obtain approval prior to using general leave. Approval can be obtained using L.A. LOMOD’s time management system. This allows the supervisor to prepare for the employee’s absence and assure that all staffing needs are met. L.A. LOMOD will generally attempt to accommodate an employee’s request for general leave time off; however, the needs and workload of the department will be considered when evaluating an employee’s request. L.A. LOMOD reserves the right to grant, deny or modify leave requests.

There may be occasions when an employee cannot notify their supervisor in advance. In those situations, the employee must inform their supervisor of circumstances requiring the use of general leave within one hour of their shift.

Maximum Accruals: Although employees may carry over accrued and unused general leave time from year to year, there is a cap on the amount of general leave time an
employee may accrue. This encourages employees to use accrued general leave time and allows L.A. LOMOD to manage its financial obligations responsibly. Once an employee reaches the cap, the employee will not accumulate any more general leave time until the employee’s general leave accrual drops below the cap. After an employee’s balance drops below the cap, the employee will begin to accrue general leave time again. Employees will not receive retroactive credit of general leave accruals for the time they were at the accrual cap.

Buy-Back of General Leave: On a semiannual basis, L.A. LOMOD will determine whether or not a general leave buy-back will be offered. When a general leave buy-back is offered, eligible employees will receive payment at their current base hourly rate of pay in exchange for accrued general leave time. The maximum amount of general leave buy-back is 160 hours, annually. To participate, employees must have a minimum balance of 100 hours of accrued general leave remaining after the buy-back. General leave buy-back payments are subject to legally required payroll deductions.

Payment Upon Termination: Employees will be paid for all remaining accrued but unused general leave upon separation of employment from L.A. LOMOD. General leave will be paid at the employee’s final base rate of pay at the time of their separation.

D. Paid Sick Leave (Part-Time and Temporary Employees)

Part-time and temporary employees are allotted 48 hours of paid sick leave at the commencement of their employment with L.A. LOMOD and annually thereafter on January 1st of each year. Unused paid sick leave shall carry over to the following year of employment and is capped at 72 hours.

Paid sick leave may be taken for the following purposes: diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee, an employee’s family member, or for any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. Sick leave may also be used for an employee who is a victim of domestic violence, sexual assault, or stalking, to obtain or attempt to obtain relief. A more detailed explanation of L.A. LOMOD’s Paid Sick Leave and Domestic Violence, Sexual Assault, Stalking policy is set forth below in Article VII, Sections 5 and 13, respectively.

Paid Sick Leave shall be paid at the employee’s current rate of pay. Employees will not receive compensation for accrued but unused paid sick leave upon separation from employment.

Section 3: Legislated Benefits

A. Workers’ Compensation

Workers’ compensation insurance benefits provide weekly income to employees after three days of disability which results from a job-connected injury or illness. If the employee
is hospitalized, payments begin immediately. It also pays medical bills and death benefits in accordance with a statutory schedule established by the state. Any employee who suffers any on-the-job injury, no matter how minor, must report that incident immediately to their supervisor or department head.

Workers’ Compensation Leave: When the employee suffers a compensable illness or injury on the job arising in and out of the course of employment, said leave may also qualify for Family Medical Leave (FMLA) and California Family Medical Leave Rights Act (CFRA). Unless otherwise provided by law, L.A. LOMOD shall run each employee’s FMLA, CFRA, and Workers’ Compensation leaves concurrently.

For admitted claims in situations where the employee will collect or is eligible for temporary total disability (TTD) benefits/payments and commencing the same day of TTD benefits are determined to be issued, L.A. LOMOD will pay the employee a benefit of 90 calendar days, offset to the employee’s salary or benefits, the first three days of disability as a Workers’ Compensation absence at 60% and 70% for the remaining 87 days. Workers’ compensation benefits will be administered in accordance with applicable state law per the California Labor Code and current L.A. LOMOD policy.

L.A. LOMOD and/or its insurance carrier may not be liable for the payment of workers’ compensation benefits for any injury which arises out of an employee’s voluntary participation in any off-duty recreational, social or athletic activity that is not a part of the employee’s work-related duties.

**B. State Disability Insurance**

Employees who suffer a non-work-related illness or injury may be entitled to State Disability Insurance (SDI). SDI benefits are paid by the state and are financed from mandatory payroll tax deductions from all employees’ wages.

**C. Unemployment Insurance**

Under certain circumstances, where an employee’s employment has been involuntarily terminated, they may be eligible to receive unemployment insurance benefits. In most cases, employees must file a claim with the California Employment Development Department in order to collect this benefit.

**D. Family Paid Leave**

Employees are required by state law to make contributions to the Family Paid Leave (FPL) program through mandatory payroll tax deductions. These deductions are included
as part of the mandatory deductions made under the aforementioned Section 3.B State Disability Insurance. Eligible employees may receive FPL benefits when they are unable to work due to the need to care for qualified family members or to bond with a new child. Employees may file benefit claims with the Employment Development Department (EDD). Benefits are paid directly by the EDD to eligible employees. For more information, refer to Article VII: Section 3 of the Employee Handbook.

E. Social Security

L.A. LOMOD employees are covered under the provisions of the federal social security law (F.I.C.A). Social security benefits are often a significant step to provide employees a retirement income. In addition, certain disability and survivor benefits are financed through social security deductions.

F. COBRA / CAL COBRA

In accordance with the requirements of the federal health insurance law, called “COBRA,” eligible employees and their family members may continue participation in L.A. LOMOD’s group health insurance program following certain “qualifying events.” These events include an employee’s termination (other than due to gross misconduct), resignation, reduction in hours, divorce, legal separation, death, Medicare entitlement, and certain other events. Where the right to continue coverage arises, coverage may be continued at special rates authorized by COBRA. Details regarding the COBRA rules are presented to employees when they begin participation in the employer’s group health plan and, again, when they experience a qualifying event that triggers the right to continue participation in the group health plan.

California employees may have the ability to continue coverage beyond the maximum period allowed under the federal COBRA. Eligible employees will receive an option to continue coverage under Cal-COBRA beyond the 18-month period available under COBRA, when it applies.

Section 4: Other Benefits

A. Qualified Retirement Plan

L.A. LOMOD offers eligible employees with a 401(k) Qualified Retirement Plan as a means of long-term savings for retirement. In accordance with the terms of the Plan, employees may contribute to their 401(k) on a pre-tax basis starting within their first two pay periods. L.A. LOMOD may contribute up to 4% of an employee’s eligible gross annual wages into the 401K plan annually. The contribution is calculated based on the
employee’s gross wages from the preceding calendar year as reflected in each employee’s Form W-2, subject to meeting minimum IRS eligibility requirements.

B. Employee Assistance Program

Employees may participate in L.A. LOMOD’s Employee Assistance Program which is administered through EAP. EAP’s 24-hour access number is 1-800-386-7055. Additional information regarding EAP can be obtained through the Director/President or designee.

Article VII: Leave of Absence Policies

Section 1: Family and Medical Leaves

As required by state and federal law, L.A. LOMOD will provide family and medical care leave to eligible employees for themselves or an eligible family member who has a serious health condition. Rights and obligations which are not specifically set forth below are set forth in the U.S. Department of Labor’s regulations implementing the Family and Medical Leave Act of 1993 (“federal FMLA”) (29 U.S.C. §§ 2601-2654 (2006)) and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act (“CFRA”) (Cal. Gov. Code § 12945.2). Unless otherwise stated in this Policy, “Leave” means leave pursuant to the FMLA and CFRA. Unless otherwise provided by law, L.A. LOMOD will run each employee’s FMLA and CFRA leaves concurrently. Leave under FMLA and CFRA are permitted for yourself, a child (spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child); a spouse; a domestic partner; a grandparent; a grandchild; or a sibling who has a serious health condition. In addition, under the CFRA only, leave is permitted to care for a designated person who has a serious health condition. Employees shall be limited to one designated person per rolling 12-month period. Leave for this purpose does not apply to FMLA leave and consequently will not run concurrently with leave under the FMLA.

The 12-month period for calculating leave entitlement will be a “rolling period” measured backward from the date leave is taken and continues with each additional leave day taken. Thus, whenever an employee requests leave, L.A. LOMOD will look back over the previous 12-month period to determine how much leave has been used in determining how much leave an employee is entitled to.

Eligibility Conditions

FMLA and CFRA of absence are available on an unpaid basis to eligible employees. In order to qualify for a leave, an employee must (a) have been employed for at least 12
months, and (b) have worked at least 1,250 hours of service during the 12-month period immediately before commencement of a leave.

Eligible employees are entitled to a total of twelve (12) work weeks of leave during any 12-month period. An employee’s entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement.

An eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member who is recovering from a serious injury or illness in the line of duty on active duty may request up to 26 weeks leave during a single 12-month period to care for the service member.

If both parents of a child, adoptee, or foster child are employed by L.A. LOMOD and are entitled to bonding leave, each parent will be entitled to twelve (12) work weeks during any 12-month period. If both parents of a covered service member are employed by L.A. LOMOD and are entitled to leave to care for a covered service member, the aggregate number of work weeks of leave to which both may be entitled is limited to twenty-six (26) work weeks during the 12-month period. This limitation does not apply to any other type of leave under this policy.

Benefits During Leave

With limited exceptions and to the extent permitted by law, an employee who is granted a family and medical leave of absence must utilize any accrued paid time off. Any portion of a leave that occurs after all paid time off benefits have been exhausted shall be without pay. For purposes of this policy’s 12-week and 26-week limitations, any paid and unpaid portions of the leave of absence shall be added together whether or not they are taken consecutively.

L.A. LOMOD will continue to pay its share of the premiums to maintain any health plan coverage that is already in effect for the employee for the duration of any leave granted under this policy and as permissible by law. The employee must continue to pay the share of the health benefit costs that they paid before the beginning of the leave if they wish such coverage to continue during the leave. Such payments will be made through continued payroll deductions, where appropriate. If payments cannot be made through continued payroll deductions, such payments must be made by the employee directly to L.A. LOMOD at the same time as if made by payroll deductions, or in another manner voluntarily agreed to between L.A. LOMOD and the employee. If an employee does not pay their share of the premiums within 30 days of the date the payment is due, the coverage may be terminated after appropriate notice and in accordance with the
provisions of the law. Employees shall be eligible for COBRA once protected leave has been exhausted.

Notification Rules

An employee must provide proper notification as a condition of eligibility for a leave. The employee must notify their immediate supervisor in writing of the need for such a leave, the date it will commence, and the anticipated duration of the leave. If the employee knows of the event that necessitates the leave more than 30 calendar days in advance of the date the leave is needed, the employee must provide such notice in writing a minimum of 30 days before the leave will begin. If the employee learns of the need for the leave less than 30 days before the date the leave must begin, the employee must provide as much advance notice as practicable, preferably as soon as the employee learns of the need for the leave. A failure to comply with these notice rules may result in a postponement of the requested leave until the employee complies with these rules. However, if the need for a family and medical leave results from an emergency or is otherwise unforeseeable, the leave will not be impacted simply because the employee fails to provide advance notice.

Certification by Health Care Provider

If an employee requests a leave due to a serious health condition of a family member, the employee must support the request with a certification issued by the health care provider of the individual with the serious health condition. The certification should include the following information: (a) the date, if known, on which the serious health condition commenced; (b) the probable duration of the condition; (c) an estimate of the amount of time that the health care provider believes that the employee needs to care for the individual requiring the care; and (d) a statement that the serious health condition warrants the participation of a family member to provide care during a period the treatment or supervision of the individual requiring care.

If an employee requests a leave due to employee’s own serious health condition, the employee must support the request with a certification issued by their health care provider. The certification should include the following information: (a) the date, if known, on which the serious health condition commenced; (b) the probable duration of the condition; and (c) a statement that due to a serious health condition the employee is unable to work at all or is unable to perform any one or more of the essential functions of their position. If an employee requests intermittent leave for planned medical treatment, the certification should specify the estimated frequency of the intermittent leave and the duration of such leaves.
If the time estimated for the leave by the health care provider expires, the employee must submit a recertification if the employee desires additional leave. In addition, except as required by law, extensions will not be granted that cause the total period of the leave to exceed the applicable 12-week or 26-week limitation identified above.

Employee Status

Employees will retain their employee status during the period of a family and medical leave. Moreover, their absence shall not be considered a break in service for purposes of determining their longevity or seniority.

Reemployment Privileges

Except where the law authorizes a different result, an employee who complies with the provisions of this policy will be guaranteed reemployment upon expiration of an approved leave, provided that the total period of the leave does not exceed 12 weeks or, in the case of a leave to care for a covered service member, 26 weeks. The employee will be reemployed in the same or an equivalent position which they occupied when the leave commenced. An employee who takes a leave because of their own serious health condition must provide a medical release verifying that they are able to return to work.

Administration of Policy

The employer intends to administer this policy in accordance with the requirements of the state and federal laws regulating family and medical leaves. Accordingly, this policy will be interpreted and applied in a manner that conforms to all applicable legal requirements. Any leave of absence that is granted to an employee under this policy or any other policy for a purpose specified above shall be credited against the 12-week and 26 week limits contained in this policy, to the extent permitted by the state and federal laws. Employees who are ineligible for medical leaves of absence under this policy should contact the Director/President or designee, as there may be other leaves or accommodations for which they are eligible.

Employees who intentionally misuse or abuse family and medical care leave may be disciplined up to, and including, termination. Employees who fraudulently obtain or use CFRA leave are not protected by the CFRA’s job restoration or maintenance of health benefits provisions.

Section 2: Pregnancy Disability Leaves of Absence and Transfer Privileges
Employees who are disabled by pregnancy, childbirth or related medical conditions are eligible to take a pregnancy disability leave and to request reasonable accommodation. Employees who are affected by pregnancy or related medical condition are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable.

The Pregnancy Disability Leave (PDL) is for any period or periods of actual disability caused by an employee’s pregnancy, childbirth or related medical conditions up to four months (the working days an employee normally would work in one-third of a year or 17 1/3 weeks). The employee will be returned to the same job when they are no longer disabled by pregnancy or, in certain instances, to a comparable job. For a full-time employee who works 40 hours per week, “4 months” is 693 hours of leave entitlement (40 hours multiplied by 17 and 1/3 weeks). Employees who take PDL are entitled to additional baby-bonding time pursuant to the provisions set forth in the CFRA.

The pregnancy disability leave does not need to be taken in one continuous period of time but can be taken on an as-needed basis. The total period of all absences related to the same medical condition shall be considered part of the same leave and may not exceed four months. For purposes of this four-month limitation, any paid and unpaid portions of the leave shall be added together.

Time off needed for prenatal care, severe morning sickness, doctor ordered bed rest, childbirth, and recovery from childbirth would all be covered by the employee’s pregnancy disability leave.

At the employee’s option, they can use any accrued paid time off as part of their pregnancy disability leave before taking the remainder of their leave as unpaid leave. The employee may also be eligible for disability benefits.

An employee who requires an accommodation, transfer or leave of absence must notify their immediate supervisor of the need for such an accommodation, transfer or leave. The employee must provide at least 30 days advance notice if the need for the accommodation, transfer or leave is foreseeable. If the employee learns of the need for an accommodation, transfer or leave less than 30 days before the date the accommodation, transfer or leave must begin, the employee must provide as much advance notice as practicable.

An employee requesting a reasonable accommodation, transfer, or pregnancy disability leave, must provide a medical certification. The medical certification indicating the
medical advisability of the reasonable accommodation or a transfer is sufficient if it contains the following: (1) a description of the requested reasonable accommodation or transfer; (2) a statement describing the medical advisability of the reasonable accommodation or transfer because of pregnancy; and (3) the date on which the need for reasonable accommodation or transfer became or will become medically advisable and the estimated duration of the reasonable accommodation or transfer. The medical certification indicating disability necessitating a leave is sufficient if it contains the following: (1) a statement that the employee needs to take pregnancy disability leave because they are disabled by pregnancy, childbirth or a related medical condition; (2) the date on which the employee became disabled because of pregnancy and the estimated duration of the leave.

Upon expiration of the time period that the health care provider originally estimated the employee would need reasonable accommodation, transfer or leave, L.A. LOMOD may require the employee to obtain recertification if additional time is requested.

Before returning to work from a pregnancy disability leave or transfer, an employee must provide medical release verifying that they are able to return to work.

Subject to the exceptions provided by law, employees will be guaranteed reinstatement from leaves necessitated by a pregnancy-related disability.

Use of PDL Leave

PDL may be taken before or after birth during any period of time (not to exceed four months) where employees are physically unable to work due to a pregnancy-related disability. PDL can be taken all at once or intermittently.

Where applicable under state and federal law, employees who qualify and are entitled to take PDL may also be eligible for leave under the CFRA and the federal FMLA. While PDL and FMLA leave run concurrently. CFRA leave will be counted separately from PDL. CFRA leave will also be counted separately from FMLA leave taken for pregnancy disability, childbirth, or related medical conditions. An additional 12 weeks of bonding leave may also be available to qualified individuals pursuant to the California FMLA.

An employee on pregnancy disability leave may continue to receive any group health insurance coverage that was provided before their leave, beginning on the date the pregnancy disability leave begins and continuing for up to four months in a 12-month period, at the same level and under the same conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of
the leave. L.A. LOMOD may recover premiums it paid to maintain health coverage if an employee does not return to work following PDL, unless the reason for the failure to return is a circumstance beyond their control or the use of the separate right to 12 weeks of bonding leave under the California Family and Medical Leave Act.

L.A. LOMOD intends to administer this policy in accordance with the requirements of the state and federal laws regulating Pregnancy Disability Leave.

Section 3: Family Paid Leave

California law allows eligible employees to apply for FPL benefits if they are unable to work due to the need to care for a qualified family member. The right to receive FPL benefits from the state does not provide employees the right to time off from work. Employees must request permission to take time off under L.A. LOMOD’s policies.

Employees must provide a minimum of 30 days advance notice whenever the need for the time off is foreseeable. If the need for the absence is not foreseeable at least 30 days in advance, the request for time off must be provided as soon as the need for the time off is foreseeable. If an employee does not qualify for a leave of absence under L.A. LOMOD’s policies or any applicable law, or if a written request is not submitted in a timely manner, the request may not be granted.

Section 4: Alcohol & Drug Rehabilitation

L.A. LOMOD wishes to assist employees who recognize that they have a problem with alcohol or drugs that may interfere with their ability to perform their job in a satisfactory manner. Time off requests by employees who have a problem with alcohol or drugs and who decide to enroll voluntarily in a rehabilitation program will be accommodated unless it would result in an undue hardship. If an employee requests time off to participate in such a program, L.A. LOMOD will also make reasonable efforts to keep the fact that the employee enrolled in the program confidential.

Section 5: Sick Leave

Upon oral or written request, employees are permitted to take leave for the diagnosis, care or treatment of an existing health condition of, or preventative care for, an employee or an employee’s family member. For purposes of this provision, family member includes a child (including biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), a parent (including a biological, adoptive, or foster parent, stepparent, or legal guardian of the employee or employee’s spouse, or a
domestic partner, or a person who stood in loco parentis when the employee was a minor child), a spouse, a domestic partner, a grandparent, a grandchild, or a sibling.

Section 6: Military Leave

L.A. LOMOD is committed to protecting the job rights of employees absent on military leave. In accordance with applicable federal and state law, it is L.A. LOMOD’s policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person’s membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion, or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised their rights under applicable law or this policy.

Section 7: Jury Duty

It is L.A. LOMOD’s policy to enable its employees to fulfill their civic obligations. If an employee is called to serve on jury duty, the employee is requested to notify their supervisor immediately. All regular full-time employees who have completed their introductory period will be paid their regular wages while on jury duty during a regularly scheduled workday, up to a maximum of 80 hours each calendar year. Employees who are required to report for jury duty on a regularly scheduled day off will not receive wages for that day. In no case will the salary of an exempt employee be reduced for any week in which the employee works and also misses time to serve on a jury.

Employees other than regular full-time employees will be provided time off to spend on jury duty but are ineligible for compensation for time spent on jury duty.

An employee called for jury service must report for work if they can work for four (4) or more hours either before or after jury service with up to a one-hour allowance for travel.

Section 8: Witness Duty

Employees who are required by law to appear in court or at another legal proceeding will be provided time off for that purpose. Employees may use any accrued leave.
Section 9: Bereavement

In the event of death in the immediate family of an employee, the employee will be allowed up to three (3) working days off to arrange and attend the funeral. In the event the death occurred outside of the United States, the employee will be allowed up to five (5) working days off to arrange and attend the funeral. For purposes of this policy, an employee’s immediate family is defined to include a child (including biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), a parent (including a biological, adoptive, or foster parent, stepparent, or legal guardian of the employee or employee’s spouse, or a domestic partner, or a person who stood in loco parentis when the employee was a minor child), a spouse, a domestic partner, a grandparent, a grandchild, or a sibling.

Employees during their introductory period shall receive unpaid leave and will be eligible to use their floating holiday. Full-time, regular employees who have completed their introductory period will be paid their regular base wage for each day of absence up to the maximum set forth above upon providing satisfactory evidence to support their claim.

Section 10: Voting Time

California polling locations are generally open from 7:00 a.m. to 8:00 p.m. each election day. Employees who are scheduled to be at work during that time and who are unable to vote during non-work hours may arrange in advance to take up to two hours off from work, with pay, to vote in a public election. To receive time off for voting, an employee must notify their supervisor at least five (5) workdays in advance of the election day and present a voter’s receipt upon the employee’s return to work.

Section 11: Literacy Education

L.A. LOMOD will reasonably accommodate and assist any employee who reveals a problem with illiteracy. If an employee reveals such a problem and requests L.A. LOMOD’s assistance in enrolling in an adult literacy education program, L.A. LOMOD will attempt to assist the employee if the accommodation requested would not result in an undue hardship. The types of assistance L.A. LOMOD may offer include, as examples, providing the employee with the locations of local literacy education programs or arranging for a literacy education provider to visit the jobsite.
Section 12: Time off to Participate in Activities of Child’s School

Under certain circumstances, eligible employees may be entitled to take accrued leave to participate in activities of their child’s school or a licensed childcare provider. Permissible activities include, but may not be limited to: finding, enrolling, or reenrolling a child in a school or with a licensed child care provider; participating in activities of the child’s school or licensed child care provider; and addressing a child care provider or school emergency.

In order to be eligible for time off under this provision, an employee must be the parent, guardian, stepparent, foster parent, or grandparent of, or a person who stands in loco parentis to, a child who is in kindergarten or a grade between one and 12, inclusive, or in licensed child care. In addition, the employee must provide reasonable notice of the planned absence to the employee’s immediate supervisor before taking the time off. Under this provision, the employee may not take more than 40 hours off for this purpose in any single year or more than eight hours off in any calendar month of the year.

Any employee who takes time off under this provision must provide documentation from the child’s school or licensed child day care facility to substantiate the fact that the employee participated in a school or licensed childcare activity. The documentation must verify that the employee participated in the activity on a specific date and at a particular time.

Section 13: Domestic Violence, Sexual Assault, Stalking and Other Crimes

Any employee, including but not limited to an employee who is the victim of a crime, may take time off to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding.

An employee who is the victim of domestic violence, sexual assault, or stalking, may take time off to obtain or attempt to obtain relief. This may include, but is not limited to, the following: efforts to obtain a temporary restraining order, a restraining order, or other injunctive relief to help ensure the health, safety or welfare of the employee or their child; seek medical attention for injuries caused by domestic violence, sexual assault, or stalking; obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; and/or participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.
If an employee needs time off from work for one of these purposes or any other purpose protected by law, reasonable notice must be provided to the employee’s immediate supervisor. When an unscheduled absence occurs, the employee, within a reasonable time, must provide a certification. Sufficient certification includes, but is not limited to, evidence from the court or prosecuting attorney that the employee has appeared in court.

L.A. LOMOD shall provide reasonable accommodations for an employee who is the victim of domestic violence, sexual assault, or stalking, who requests an accommodation for the safety of the employee while at work, unless the accommodation would result in an undue hardship. As part of its commitment to make reasonable accommodations, L.A. LOMOD also wishes to participate in a timely, good faith, interactive process with the employee to determine effective reasonable accommodations, if any, which can be made.

Section 14: Organ and Bone Marrow Donation

This section applies to qualifying employees who have been employed for at least ninety (90) days with paid leave for the purpose of donating organs or bone marrow. When donating an organ to another person, an employee may take up to thirty (30) days paid leave and thirty (30) days of unpaid leave, sixty (60) days maximum, in any one-year period and when donating bone marrow; an employee may take up to five (5) business days during a rolling 12-month period. The one-year period for both leaves is measured from the date that the employee begins their leave.

Employees who wish to take leave to donate an organ or bone marrow are required to provide as much advance notice as reasonably possible and must provide written verification from a physician that the donation will take place and that there is a medical necessity for the donation. While this leave is paid, employees must first use ten (10) days accrued general leave when donating an organ, or five (5) days accrued general leave when donating bone marrow. Leave taken under this section does not constitute a break in service for health insurance coverage or accrual of general leave; however, the leave may not run concurrently with an eligible employee's FMLA or CFRA leave.

Section 15: Personal Leave without Pay

In situations where employees do not have any accrued paid time off, they may request a leave of absence without pay. Except as required by law, personal leaves of absence are not guaranteed. Requests for such leaves of absence will be considered on the basis of a combination of factors, including the employee’s length of service, performance, position, responsibility level, the reason for the request, whether other individuals are already out on leave, and the expected impact of the leave on the employer.
Section 16: Offset

L.A. LOMOD intends to administer its leave of absence policies in accordance with the requirements of all applicable state and federal laws. Instances may exist where two or more leave of absence policies provide overlapping protections for an eligible employee. However, it is the general intention of L.A. LOMOD’s policies to limit employees to the time available under the single most favorable leave of absence policy and to prevent employees from exceeding the limitations of that policy. Accordingly, any leave of absence that is taken by an employee under any policy or based upon any request for time off that could have been taken under any other policy of the employer (if the employee had requested the opportunity to do so) shall be credited against the maximum limit on leaves established in each of the policies that provided the employee a basis to request leave.

Section 17: Use and Accrual of General Leave while on a Leave of Absence

To the extent permitted by law, and except as provided for in this Employee Handbook, employees who have accrued but unused general leave or floating holiday hours must use those accruals when taking a leave of absence. Any portion of a leave that occurs after all general leave and floating holidays have been exhausted shall be without pay. In no event will the salary of an exempt employee be affected by a partial day absence.

Employees do not earn or accrue any benefits, including but not limited to general leave accruals and holiday pay, during any pay-period in which they did not work. Except as provided for in this Employee Handbook and to the extent permitted by law, employees will be fully responsible to pay the costs of any insurance benefits during an unpaid leave of absence. Arrangements should be made for the payment of any premiums before the leave begins to avoid the possibility of a loss or interruption in coverage. If employee’s leave is unforeseen, arrangements for the payment of premiums should be made as soon as practicable.

Article VIII: Performance, Standards of Conduct and Discipline

Section 1: Performance Standards

A. Obligations of All Employees

In order to attain its objective, L.A. LOMOD needs and expects the wholehearted cooperation and efforts of every employee. Therefore, it is inherent in the employer-employee relationship that each employee render honest, efficient and economical
service in the performance of their duties. All employees are expected to develop the necessary skills and other attributes to accept and properly discharge the authority and responsibility of their present position or prospective promotional position. Moreover, all employees are expected to observe regular working hours.

B. Obligations of Supervisory Employees

It shall be understood by all employees who occupy supervisory positions that the conditions of their employment impose the following obligations:

1. To participate in the formulation of administrative policies and procedures and to bring forth contributions which will facilitate L.A. LOMOD's effective and efficient operations;
2. To the extent appropriate, to exercise discretion and judgment in the administration of policies and procedures and to represent the best interest of L.A. LOMOD in the exercise of their duties;
3. To plan their own work and that of the department for which they are responsible in order to achieve mutually understood objectives in accordance with predetermined time schedules.
4. To develop employees capable of rendering a distinct contribution to the effective operation of L.A. LOMOD.
5. To continuously appraise and evaluate the performance of employees and to take disciplinary action when employee performance does not meet the minimum requirements of the position or is otherwise in conflict with the best interests of L.A. LOMOD.
6. To observe the established policies and other conditions of employment.

Section 2: Performance Appraisals/Evaluations

Performance evaluations are an important part of L.A. LOMOD's personnel practices. They provide an objective, consistent and fair way to gauge each employee's on-the-job effectiveness. The evaluation process should inform employees of their standing within L.A. LOMOD and communicate expected standards of performance. It is also used to discuss work standards, areas where improvement is needed, career development potential and possible opportunities.

In addition to being evaluated at the completion of an employee's introductory period, all full-time regular employees will be reviewed annually. If an employee is transferred or promoted within the calendar year, the review will be completed by the current supervisor.
Employees will receive a copy of the written performance evaluation. A copy of the form will also be included in an employee’s personnel file.

In addition to the formal evaluations that employees receive annually, employees work performance will be evaluated regularly by their immediate supervisors.

**Section 2.1: Performance Evaluation Meeting**

The supervisor will meet with the employee to discuss the evaluation. The employee shall sign the evaluation to acknowledge receipt of and that they have met with their supervisor to discuss the evaluation. The employee’s signature shall not be construed to mean that they are in agreement with the contents of the evaluation.

**Section 3: Standards of Conduct**

It is not possible to provide employees a complete list of every possible type of disciplinary offense. However, in order to provide employees some guidance concerning unacceptable behavior, the following are some examples of types of conduct that are considered impermissible. Employees who engage in serious misconduct or whose performance is unsatisfactory may be subject to disciplinary action, up to and possibly including immediate termination. The list below is intended simply to provide some examples of disciplinary offenses. Nothing in this policy is intended to prevent employees from engaging in concerted activity protected by law.

Examples of inappropriate conduct include:

1. Violation of the policies and procedures set forth in these Personnel Rules or any stand-alone policies adopted by L.A. LOMOD.

2. Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.

3. Being under the influence of alcohol or any intoxicating substances during working hours on L.A. LOMOD property, or during L.A. LOMOD business.

4. Falsification of or making material omission on forms, records, or reports, including timecards, application materials or customer records.

5. Actual or threatened physical violence toward another employee.

6. Possessing or bringing firearms, weapons, alcohol, illegal drugs or chemicals on or to L.A. LOMOD’s property.

7. Insubordination in the form of refusing to follow a supervisor’s directions in the exercise of an employee’s job duties.

8. Unlawful disclosure of confidential information not otherwise available to persons or firms outside of L.A. LOMOD.
9. Punching or recording time on another employee’s timecard, or requesting another individual to punch or record one’s timecard.

10. Destroying or damaging L.A. LOMOD or employee property, records or other materials.

11. Violating safety or health rules or practices or engaging in conduct that creates a safety or health hazard.

12. Using, possessing, distributing, transferring, or being under the influence of alcohol or unlawful drugs while on duty, while on L.A. LOMOD property, or while operating an L.A. LOMOD vehicle.

13. Sleeping while on duty.

14. Excessive absenteeism or tardiness.

15. Sexual harassment or other unlawful harassment of another employee.

16. Unlawful retaliation against any employee or member of the public who in good faith reports, discloses, divulges or otherwise brings to the attention of L.A. LOMOD, or other appropriate authority, any facts or information relative to actual or suspected violations of any law occurring on the job or directly related thereto.

17. Workplace bullying and similarly abusive and unprofessional conduct in the workplace.

18. Taking L.A. LOMOD’s or an employee’s property.

19. Unprofessional behavior in the workplace, fighting with, or harassment (as defined in our EEO policies) of any fellow employee, vendor, or customer.

20. Smoking in non-designated areas.

21. Solicitation of employees, visitors, and others on L.A. LOMOD’s premises during working time. Solicitation may include selling items or services and soliciting or seeking to obtain membership in or support for any organization.

22. Outside employment that interferes with your ability to perform your job responsibilities at L.A. LOMOD.

23. Participating in any monetary transaction in the form of wagering, gambling or games of chance, whether legal or not, on L.A. LOMOD’s premises or while on duty.

24. Discourteous treatment of the public, clients, tenants, vendors, or other employees, including but not limited to swearing, yelling, belligerence, fighting, assaultive behavior or other disruptive conduct while on duty.

25. Unsatisfactory performance, incompetency, inefficiency or inexcusable neglect of duties.
Section 4: Discipline

It is important that all employees perform to the best of their abilities at all times. There will be occasions, however, where employees perform at an unsatisfactory level, violate a policy or engage in serious misconduct. As previously noted, employment may be terminated at-will by the employee or the employer at any time with or without cause and without following any system of discipline or warnings. Nevertheless, L.A. LOMOD may choose to exercise its discretion to utilize forms of discipline that are less severe than termination in certain cases. Examples of such less severe forms of discipline include verbal warnings, written warnings, probationary action and demotion.

Although one or more of these steps may be taken in connection with a particular employee, no formal order or system is necessary. An employee may, of course, resign at any time. The employer may also terminate the employment relationship, at any time, without following any particular series of steps whenever it determines, in its own discretion, that such action should occur.

Article IX: Teleworking

L.A. LOMOD requires its employees to telework as a condition of employment. New hires, recently promoted employees participating in training and employees not in good standings may be required to report to work at L.A. LOMOD’s corporate office.

L.A. LOMOD will provide specific tools and equipment for the employee to perform their duties. Examples of such tools include, but are not limited to, computer hardware, internet connectivity and cell phones. In situations where L.A. LOMOD cannot provide the specific tools or equipment for the employee to perform their duties, L.A. LOMOD will reimburse employees for such expenses. These items may be considered L.A. LOMOD property and subject to restrictions.

Teleworking employees must comply with all personnel policies and safety standards. These include, but are not limited to, policies against unauthorized overtime work, meal periods, rest periods, workplace safety and security, safeguarding of client information, confidentiality, record keeping, expense reimbursement and information technology.

Teleworking employees must execute a Teleworking Agreement outlining the terms and conditions of the telework arrangement. The Teleworking Agreement may be modified at any time by L.A. LOMOD, based on management’s assessment of the employee’s work performance, department productivity, changes in the requirements of the job and other business reasons.

L.A. LOMOD may terminate the telework arrangement at any time.
Article X: Driving

L.A. LOMOD requires that employees with driving responsibilities maintain safe driving records as a condition of employment and continued employment. Individuals who fail to maintain such driving records may become unsuitable for their positions. In such cases, L.A. LOMOD reserves the right to discipline or terminate employees with driving responsibilities whose driving records become unsatisfactory, in the sole discretion of the employer.

Employees who use their personal vehicle for L.A. LOMOD business must obtain prior approval and authorization. Such expenses will be reimbursed at the Internal Revenue Service approved mileage reimbursement rate in effect at the time travel occurs. L.A. LOMOD may require appropriate documentation, logs or other evidence to substantiate mileage claims. Employees using their own vehicles are responsible for maintaining all required insurance at their own expense and shall provide L.A. LOMOD proof of insurance and eligibility to operate a motor vehicle at least annually.

Employees are expected to read and fully comply with L.A. LOMOD’s Travel Policy prior to any work-related driving or travel.

Article XI: Inspection, Monitoring & Privacy

Section 1: Desk Inspection Policy

Although L.A. LOMOD may provide employees with desks and cabinets for use while at work at the L.A. LOMOD corporate office, employees should remember that all such furnishings remain the sole property of L.A. LOMOD. Moreover, L.A. LOMOD reserves the right to open and inspect the desks and cabinets, as well as any contents, effects, or articles that are in desks or cabinets at the L.A. LOMOD corporate office. Such an inspection can occur at any time, with or without advance notice or consent. An inspection may be conducted before, during or after working hours by L.A. LOMOD or its designated representative.

Section 2: L.A. LOMOD’s Telephone, Voicemail, and Computer Mail Systems

L.A. LOMOD telephone lines are limited and are designed only for business use. Except in cases of emergency, employees should not tie up L.A. LOMOD telephone lines with personal calls. L.A. LOMOD may monitor telephone calls to ensure compliance with this policy as well as for other business reasons, including the desire to ensure that calls are handled in a professional manner and to promote efficiency in the manner in which customers are treated. Employees should therefore not assume that calls made or received on L.A. LOMOD lines are confidential.
Similarly, L.A. LOMOD maintains the ability to access any messages left on or transmitted over the phone system and computer mail systems and to override any passwords or codes to do so. Because L.A. LOMOD reserves the right to obtain access to all voicemail and computer messages left on or recorded on its electronic devices, employees should not assume that such messages are confidential or that access by L.A. LOMOD or its designated representative will not occur. Communications, messages or information received by, recorded on, or transmitted over L.A. LOMOD’s phone systems and computer mail systems are not private.

Employees are expected to read and fully comply with L.A. LOMOD’s Internet Technology Policy, which is distributed to all employees at the time of hire.

Section 3: Personal Cell Phone Use

Employees are expected to devote their time, energy and attention while at work to their job responsibilities and duties. The use of personal cell phones while at work represent a distraction that can affect an employee’s productivity and efficiency as well as workplace safety. Employees who bring cell phones to work should silence the ringer and not use the phone during working hours. Personal cell phones may be used during meal and rest breaks and when an employee is not on duty.

Article XII: Non-Fraternization

Section 1: Managers and Supervisors

L.A. LOMOD desires to avoid misunderstandings, complaints of favoritism, possible claims of sexual harassment and the employee morale and dissension problems that can potentially result from personal or social relationships involving managerial and supervisory employees. Accordingly, romantic or sexual relationships between supervisors and employees they supervise or have influence over are discouraged. There is an inherent imbalance of power and potential for exploitation in such relationships. The relationship may create an appearance of impropriety and lead to charges of favoritism by other employees. Furthermore, a welcome sexual relationship may change, with the result that sexual conduct that was initially welcome later becomes unwelcome and harassing.

Section 2: All Employees

L.A. LOMOD also desires to avoid misunderstandings, complaints of favoritism, possible claims of sexual harassment and the employee morale and dissension problems that can result from certain other relationships between employees. Accordingly, all employees,
both management and non-management, are discouraged from fraternizing or becoming romantically involved with other employees when, in the opinion of L.A. LOMOD, their personal relationships may create a potential conflict of interest, create an unprofessional work environment, or present concerns regarding supervision, safety or security.

Employees who are in a romantic or sexual relationships with co-workers who they regularly work directly with or supervise shall disclose the relationship to the Human Resources Department, at which time, the circumstances will be reviewed to determine whether any conflict of interest exists. All employees should also remember that L.A. LOMOD maintains a strict policy against unlawful harassment of any kind, including sexual harassment.

**Article XIII: Extra/Outside Employment**

L.A. LOMOD recognizes that employees may desire to engage in certain non-L.A. LOMOD connected activities with entities other than L.A. LOMOD during non-work hours. Performance of such extra-employment activities may be performed provided that such activities do not present a conflict of interest with L.A. LOMOD business. Employees are expected to read and fully comply with L.A. LOMOD’s Code of Conduct Policy, which is distributed to all employees at time of hire.

**Article XIV: Dress Code**

All employees are required to observe good habits of grooming and personal hygiene, and shall present a neat, professional appearance in a manner appropriate for a business office. All garments must be neat, clean and in good repair. Employees may not wear garments that could interfere with work responsibilities or constitute a safety hazard. Employees cannot wear jewelry or clothing that reflects any form of violent, discriminatory, abusive, or similarly unprofessional message. Perfume, cologne and makeup should be suitable for the business office. Footwear must be appropriate for the work environment and the essential functions being performed.

Suitable attire includes, but is not limited to:

- Dresses, skirts, suits, or slacks worn with blouses, sweaters (including cardigans) and/or jackets. The length of dresses or skirts should be not shorter than two inches above the knee. Capri pants must be midway between the knee and ankle. Leggings can be worn, but not as pants. All tops must have shoulder straps three inches in width or wider.
• Suits, slacks, or trousers worn with dress shirts, sweaters and/or jackets. All shirt tails must be tucked in, except even-hemmed shirts made to be worn out. Wearing a tie is optional.

• Hair must be neat, clean, and well-groomed. Beards, mustaches, and sideburns must be maintained in neat and well-groomed fashion.

• Jewelry is acceptable except in areas or job duties wherein it constitutes a health or safety hazard.

• Piercing(s) other than the ears, are not appropriate and such decoration shall not be worn during working hours.

• Visible tattoos should be covered to the best of the employee’s ability during working hours.

• Safety equipment: Safety equipment shall be worn where and/or when applicable.

Inappropriate attire includes, but is not limited to:

• Work out attire (including sweats, velour “warm up” outfits, sweat bands, leg warmers or leggings worn as pants);

• Jeans or overalls of any color (except on Fridays or other days designated by L.A. LOMOD);

• Ripped clothing (this includes attire such as denim that is intentionally ripped);

• Clothing that is excessively baggy, tight fitting or clinging attire, including clothing that is sagging, hanging loosely, ill-fitting, puffed out, bulging;

• Tight or revealing clothing Spandex body suits;

• “Painter” style pants with large pockets at the knees;

• T-Shirts (except on Fridays);

• Sunglasses or dark lens glasses worn indoors unless medically necessary;

• Shorts of any type, knickers, pedal pushers, low-rise or otherwise revealing pants;

• Halter, strapless, “racer back”, bare midriff, low-cut or otherwise cleavage or back revealing tops, shirts, blouses or dresses;

• Sheer blouses without a camisole underneath, spaghetti straps, tank style, camisoles or other narrow strapped shirts, tops or dresses without a covering garment such as a blazer, cardigan, shawl, sweater, etc.;

• Evening wear, club wear or party wear;

• Hats or caps (except for safety purposes);
• Tennis style or athletic shoes (except on Fridays);
• Flip-flops or beach style sandals; and
• Clothing and shoes that do not provide appropriate coverage or otherwise provide a safety risk.

It is the responsibility of all employees to use good judgment in determining their personal dress and appearance. In circumstances where an employee appears to be dressed inappropriately, L.A. LOMOD retains the discretion to require the employee to make adjustments to their attire, or the employee may be sent home and directed to return to work within a reasonable time in appropriate attire.

Deviations from this policy will be considered on an individual case-by-case basis to accommodate employees’ religious beliefs, medical conditions, special work assignments or other unique circumstances.

Employees who have questions regarding appropriate dress and attire should direct them to their supervisor in advance to avoid conflicts and potential problems.

**Article XV: Resignation and Final Pay**

**Section 1: Resignation**

L.A. LOMOD requests that all employees provide at least two weeks advance notice of resignation in writing. Although this notice is not required, it is requested so that L.A. LOMOD will have the opportunity to locate a replacement. Employees who fail to provide advance notice may be considered ineligible for rehire.

**Section 2: Final Paycheck**

Employees will receive their final paycheck within the time required by law. Employees who resign with at least 72 hours advance notice will be provided their final paycheck on their last day of work. Employees who resign without providing at least 72 hours advance notice will receive their final paycheck within 72 hours of their resignation. Employees who are terminated involuntarily will be provided their final paycheck on their last day of work. A final check may be direct deposited per employee’s request. The direct deposit will occur within the established payroll cycle.

L.A. LOMOD property, such as keys, badges, tools, and equipment, must be returned by each employee as soon as possible but no later than the time the final paycheck is issued.
Article XVI: Open Door Policy

L.A. LOMOD subscribes to an open door policy. You are encouraged to see your immediate supervisor with questions or problems relating to your job or feelings of well-being. Your supervisor’s assistance may involve getting the aid of other resource persons. You can also exercise your privilege of requesting a meeting with any management representative without regard to their position. You can talk over any matter of concern directly with a management representative. You may use this procedure without fear of retaliation.

Article XVII: Requests for Information from Outside Sources

L.A. LOMOD strives to anticipate and manage crisis situations in order to reduce disruption to our employees and to maintain our reputation as a high-quality entity. To best serve these objectives, L.A. LOMOD will respond to the news media in a timely and professional manner only through the designated spokespersons.

Moreover, L.A. LOMOD is extremely concerned about the accuracy of information provided to individuals outside L.A. LOMOD regarding current or former employees. Consequently, requests made to L.A. LOMOD for reference checks and letters of reference regarding L.A. LOMOD employees should be directed to the Director/President or their designee.

Article XVIII: Safety and Security

Section 1: Safety

Every employee is responsible for safety. To achieve our goal of providing a completely safe workplace, everyone must be safety conscious. Please report any unsafe or hazardous condition directly to your supervisor immediately. Every effort will be made to remedy problems as quickly as possible.

In cases of an accident involving a personal injury, regardless of how serious, please notify your supervisor or the Director/President immediately. Failure to report accidents can result in violations of legal requirements and can lead to difficulties in processing insurance and benefit claims.

If an employee is injured on the job, they may be entitled to benefits under California’s workers’ compensation laws. L.A. LOMOD carries workers’ compensation insurance and will assist employees to obtain benefits to which they are legally entitled.

Section 2: Zero Tolerance for Violence in the Workplace
L.A. LOMOD is firmly committed to providing a workplace that is free from acts of violence or threats of violence. Although some kinds of violence result from societal problems that are beyond our control, we believe that measures can be adopted to increase protection for employees and to provide a secure workplace. In keeping with this commitment, L.A. LOMOD has a strict policy that prohibits any employee from threatening or committing any act of violence in the workplace, while on duty, while on L.A. LOMOD-related business, or while operating any vehicle or equipment owned or leased by L.A. LOMOD. This policy applies to all employees, including managers, supervisors, and non-supervisory employees.

In order to achieve our goals of providing a workplace that is secure and free from violence, we must enlist the support of all employees. Compliance with this policy and the commitment to a “zero tolerance” policy with respect to workplace violence is every employee’s responsibility.

Examples of prohibited workplace conduct include, but are not limited to:

1. Causing physical injury to another person.
3. Displaying aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress.
4. Intentionally damaging employer property or property of another employee.
5. Possessing a weapon while on company property or while on company business.
6. Committing acts motivated by or related to sexual harassment or domestic violence.
7. Threats, threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated. Any employee determined to have committed such acts will be subject to disciplinary actions, in accordance with the Personnel Rules and the applicable Memorandum of Understanding. Nonemployees engaged in violent acts on the employer’s premises will be reported to the proper authorities and fully prosecuted.

Employees are required to report any incident involving a threat of violence or act of violence immediately to their supervisor, the Director/President or to the Human Resources Department. They may do so without fear of retaliation of any kind. The supervisor must report the matter immediately to the Director/President or Human Resources Department, who will investigate the matter and take appropriate corrective action. This may include the imposition of disciplinary action upon any employee who violates this policy, up to and possibly including immediate termination.
If employees become aware of any workplace security hazards or identify methods of increasing security in the workplace, they should report that information to their supervisor or the Director/President.

**Section 3: Smoke Free**

L.A. LOMOD is committed to providing a smoke-free environment. Smoking will not be allowed at L.A. LOMOD location(s). Smoking will only be allowed in outdoor smoking areas if designated by L.A. LOMOD at its sole discretion.

**Article XIX: L.A. LOMOD’S Rights and Responsibilities**

All L.A. LOMOD rights, powers, authority and functions to the extent of the law, shall remain vested exclusively in L.A. LOMOD except to the extent expressly limited by the specific provisions of this Employee Handbook. It is expressly recognized that such rights, powers, authority and functions include, but are by no means limited to, the right to establish and administer policies, procedures and standards to direct and schedule the work force; to hire, promote, demote, transfer and lay off employees; to reprimand, suspend, discharge or otherwise discipline employees; to determine the number of employees and the duties to be performed, to maintain efficiency; to establish, expand, reduce, alter, consolidate or abolish any job classification, operation or service; to determine staffing requirements; to control and regulate the use of facilities, supplies, equipment and other property; to determine the number, location and operation of work sites; to determine the assignment of work; to require overtime work; to discontinue, reorganize or combine any operation despite any consequent reduction or other change in the work force; to introduce new or improved methods of operations regardless of whether or not it causes a reduction in the work force; to establish and change reasonable rules, regulations, policies and practices; to determine the number of supervisors and other jobs or positions; the right to determine the means of selection, transfer and promotion of employees to said positions and jobs; to determine professional standards; to schedule hours of operation and work; to determine the scope of L.A. LOMOD's activities and the location of such activities; and to determine the materials and equipment to be utilized.

**Article XX: Handbook Changes**

L.A. LOMOD may change, rescind or add to any policies, benefits or practices described in this Employee Handbook, other than the employment at-will policies, from time to time.
in its sole and absolute discretion with or without prior notice. L.A. LOMOD will advise employees of material changes within a reasonable time.

Appendix A: Affirmative Action/ Equal Employment Opportunity

Appendix B: Policy Against Discrimination, Harassment and Retaliation
Acknowledgment of Receipt of Employee Handbook

This is to acknowledge that I have received a copy of the Employee Handbook and understand that it contains important information on the Los Angeles LOMOD Corporation, a California non-profit organization ("L.A. LOMOD") general personnel policies and on my privileges and obligations as a L.A. LOMOD employee. I acknowledge that I am expected to read, understand, and adhere to L.A. LOMOD’s policies and will familiarize myself with the material in the Employee Handbook. I understand that if I have questions or require additional clarification, at any time during the course of my employment regarding the content of L.A. LOMOD’s Employee Handbook, I will consult with my supervisor or the Human Resources Department.

I also understand that, notwithstanding any provision of the Employee Handbook, I am employed on an at-will basis. Accordingly, my employment may be terminated at any time, either by me or by L.A. LOMOD, either with or without cause or advance notice.

I further understand that I am not an employee of the Housing Authority of the City of Los Angeles ("HACLA") and am not entitled to any benefits offered to HACLA employees.

I further understand that L.A. LOMOD may change, rescind or add to any policies, benefits or practices described in this Employee Handbook, other than the employment at-will policies, from time to time in its sole and absolute discretion with or without prior notice. L.A. LOMOD will advise employees of material changes within a reasonable time.

Name: __________________________
Signature: _______________________
Date: ___________________________
APPENDIX A: AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY

It is the Los Angeles LOMOD Corporation, a California non-profit organization (“L.A. LOMOD”) policy to advance social justice and equity by exercising affirmative action to remove all discriminatory barriers to equal employment opportunity and upward mobility. Accordingly, L.A. LOMOD, through this plan of affirmative action, will, with conviction and effort, undertake positively to overcome the present effects of past practices, policies or barriers to equal employment opportunity and to achieve the full and fair participation of women, minorities, and any other protected groups found to be underutilized in the workforce or adversely affected by system policies or practices.

L.A. LOMOD shall not discriminate against any employee or applicant for employment because of race, color, religious creed, sex, sexual orientation, gender, gender identity, gender expression, pregnancy, breastfeeding or related medical condition, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, genetic characteristic or information, military and veteran status, or any other characteristic or information protected by state, federal or local laws.

L.A. LOMOD shall take affirmative action to ensure that applicants and employees are treated without regard to race, color, creed, religion, sex, sexual orientation, gender, gender identity, gender expression, pregnancy, breastfeeding or related medical condition, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, genetic characteristic or information, military and veteran status, or any other characteristic or information protected by state, federal or local laws. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

L.A. LOMOD shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by HUD setting forth the provisions of this nondiscrimination clause. L.A. LOMOD shall assure in all solicitations or advertisements for employees placed by or on behalf of L.A. LOMOD that all qualified applicants will receive consideration for employment without regard to any characteristic or information protected by state, federal or local laws.

L.A. LOMOD will consistently review its personnel policies and procedures to ensure that barriers that unnecessarily exclude protected classes and practices that have an illegal discriminatory impact are identified and eliminated. L.A. LOMOD will explore alternative approaches if any personnel practice is found to have a negative impact on protected classes and establish procedures for any extra efforts that may be necessary to achieve labor market parity.
We also recognize the continued under-representation of persons with disabilities and older persons in the workplace, and will undertake measures to overcome the present effects of past discrimination, if any, to achieve the full and fair utilization of such persons in the work force.

This policy of non-discrimination will not be limited to employment practices but will extend, as well, to services and programs provided by L.A. LOMOD.

All executive, administrative, and supervisory personnel are expected to discharge their affirmative action responsibilities, in word and deed, consistent with L.A. LOMOD’s objective of establishing and implementing affirmative action and equal employment opportunity.
APPENDIX B: POLICY AGAINST DISCRIMINATION, HARASSMENT AND RETALIATION

The Los Angeles LOMOD Corporation, a California non-profit organization (“L.A. LOMOD”) is committed to preventing prohibited harassment, discrimination, retaliation, and abusive conduct/bullying in the workplace.

PURPOSE & APPLICABILITY

A. L.A. LOMOD is committed to providing a work environment that is free from unlawful discrimination, harassment and retaliation. In keeping with this commitment, L.A. LOMOD maintains a strict policy prohibiting unlawful discrimination, harassment and retaliation of any kind, including sexual harassment and other inappropriate conduct based on race, color, religious creed, sex, sexual orientation, gender, gender identity, gender expression, pregnancy, breastfeeding or related medical condition, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, genetic characteristic or information, military and veteran status or any other characteristic protected by law. L.A. LOMOD HAS ZERO TOLERANCE FOR ANY FORM OF UNLAWFUL DISCRIMINATION, HARASSMENT AND RETALIATION.

B. This Policy identifies the types of conduct that are prohibited and the responsibility of covered individuals to report any conduct believed to violate this Policy as soon as possible. This Policy further establishes the guidelines for investigating and resolving internal complaints of Harassment, Discrimination, Retaliation, and Abusive Conduct/Bullying.

C. This Policy applies to all L.A. LOMOD employees and commissioners, as well as conduct of a third party towards an L.A. LOMOD employee. This Policy applies to all terms and conditions of employment, internships, and volunteer opportunities, including, but not limited to, selection, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, training opportunities, and compensation.

DEFINITIONS

Definitions used in this policy include, but are not limited to, the following expressed examples.

A. Abusive Conduct / Bullying: Abusive Conduct/Bullying is defined as conduct of managers, supervisors, coworkers or third parties in the workplace, that a reasonable individual of the recipient’s same protected classification would find hostile, offensive, and unrelated to an employer’s legitimate business interests. Abusive conduct may include infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets; verbal or physical conduct that a reasonable individual of the recipient’s same protected classification would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining
of a person’s work performance. A single act shall not constitute abusive conduct unless especially severe and egregious.

B. Adverse Conduct: Adverse Conduct is defined as any action(s) that can substantially affect the terms and conditions of the employee’s employment status, or involve making real or implied threats of intimidation to prevent or deter an individual from reporting discrimination, harassment, or participating in Protected Activities.

C. Discrimination: Discrimination is defined as the unfair or unequal treatment in any aspect of employment of an individual or group due to their membership or perceived membership in a Protected Classification.

D. Harassment: Harassment is defined as the negative, inappropriate, unwanted or unwelcomed conduct directed toward an employee based on certain protected characteristics by another employee or a third party.

E. Protected Activity: Protected Activity is defined as making a formal or informal good faith complaint about or reporting discriminatory, harassing, or retaliatory activity, testifying, assisting, or participating in any manner in an investigation, proceeding or hearing relating to discrimination, harassment, retaliation, or any other practice prohibited by the Fair Employment and Housing Act. Protected Activity also includes making a request for an accommodation for a disability; making a request for accommodation for religious beliefs; or reporting violations of this Policy.

F. Protected Classification: Protected Classification includes race (including hairstyles associated with race such as natural hair and protective hairstyles), religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, military and veteran status, or any other basis protected by state and federal law.

G. Retaliation: Retaliation is defined as Adverse Conduct taken against an employee because the employee engaged in Protected Activity.

H. Sexual Harassment: Sexual Harassment is defined as unsolicited and unwelcome sexual advances, requests for sexual favors and other verbal, physical, visual or written conduct of a sexual nature directed at another person, regardless of gender identity.

I. Third Party: A Third Party is defined as any individual that is not an L.A. LOMOD employee, with whom an employee may interact during the course of their employment. A Third Party may be, but is not limited to, one of the following: residents, clients, program participants, vendors, interns, volunteers, applicants and contractors.

POLICY

L.A. LOMOD prohibits Harassment, Discrimination, Retaliation, and Abusive Conduct/Bullying by managers, supervisors, coworkers, or third parties because: 1) of an individual’s Protected Classification; 2) the perception that an individual is a member of a
Protected Classification; 3) the individual associates with a person who has or is perceived to have a Protected Classification; or 4) of an individual’s protected activity. Moreover, L.A. LOMOD has zero tolerance for any conduct that constitutes Harassment, Discrimination, Retaliation, or Abusive Conduct/Bullying under this Policy.

L.A. LOMOD is committed to providing a professional work environment free from Discrimination, Harassment, Retaliation, and Abusive Conduct/Bullying. Accordingly, L.A. LOMOD has maintained this anti-harassment policy designed to encourage professional and respectful behavior and prevent Discriminatory, Harassment, Retaliation, and Abusive Conduct /Bullying in the workplace. L.A. LOMOD is committed to implementing appropriate corrective action in response to misconduct even if the violation does not rise to the level of unlawful conduct.

All employees are expected to assume responsibility for maintaining a work environment that is free from Discrimination, Harassment, Retaliation, and Abusive Conduct/Bullying. Employees are encouraged to promptly report conduct that they believe violates this Policy so that L.A. LOMOD has an opportunity to investigate, address and resolve any concerns. Managers and supervisors are required to promptly report conduct that they believe violates this Policy. L.A. LOMOD is committed to responding to alleged violations.

GENERAL PROVISIONS

A. Discrimination can occur in the provision of employment opportunities, benefits or privileges, including but not limited to working conditions and evaluation standards if the basis of that treatment is because of the individual's Protected Classification, actual or perceived; because the individual associates with a person who is member of a Protected Classification, actual or perceived; or because the individual participates in a Protected Activity.

Discrimination of this kind may also be prohibited by a variety of federal, state and local laws, including Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1967, the Americans with Disabilities Act of 1990 and the Fair Employment and Housing Act. This Policy is intended to comply with the prohibitions stated in all applicable anti-discrimination laws, as may be amended from time to time.

B. Harassment can consist of any form or combination of verbal, physical, visual or environmental conduct. It need not be explicit, or even specifically directed at the victim.

Harassment creates a hostile, offensive, oppressive, or intimidating work environment and deprives victims of their statutory right to work in a place free of discrimination when the harassing conduct is conduct that a reasonable individual of the recipient's same protected classification would find sufficiently offensive, humiliating, distressing, or intrudes upon its victim, so as to disrupt and affect the victim’s ability to perform the job as usual.

A single incident of harassing conduct is sufficient to constitute a hostile work environment if the harassing conduct has unreasonably interfered with the employee’s work performance or created an intimidating, hostile, or offensive working environment. Harassment may exist even if the employee has not reported
an intimidating, hostile, or offensive working environment as a result of the harassment.

Harassment includes, but is not limited to the following types of behaviors that are expressed because of a person's actual or perceived Protected Classification:

1. **Verbal**: Inappropriate or offensive remarks, derogatory comments or slurs, jokes, stories or innuendoes based on Protected Classification. Such conduct may include, but is not limited to, inappropriate comments about appearance, physical features, attire, or sexual prowess; unwelcome flirting or propositions; demands for sexual favors; verbal abuse, threats or intimidation of a sexual nature; or sexist, patronizing or ridiculing statements that convey derogatory attitudes about gender identification.

2. **Physical**: Inappropriate or offensive touching, assault, or physical interference with free movement when directed at an individual on the basis of a Protected Classification. This may include, but is not limited to, kissing, patting, lingering or intimate touches, grabbing, massaging, pinching, leering, staring, unnecessarily brushing against or blocking another person, whistling, or sexual gestures.

3. **Visual or Written**: The display or circulation of offensive or derogatory visual or written material related to a Protected Classification. This may include, but is not limited to, posters, cartoons, drawings, graffiti, reading materials, computer graphics, or electronic media transmissions.

4. **Unwelcomed/Unwanted Actions**: Unwanted sexual advances, requests for sexual favors, and other acts of a sexual nature, where submission is made a term or condition of employment, where submission to or rejection of the conduct is used as the basis for employment decisions, or where the conduct is intended to or actually does unreasonably interfere with an individual's work performance or create an intimidating, hostile, or offensive working environment.

5. **Hostile Environment**: A hostile environment can result from unwelcome or unwanted conduct, whether verbal, physical, visual or written, of managers, supervisors, co-workers or Third Parties with whom the victim interacts while on the job, and which a reasonable individual of the recipient's same protected classification would find intimidating, hostile, or offensive based on an individual's Protected Classification. The determination of whether an environment is hostile is based on the totality of the circumstances, including such factors as the frequency of the conduct, the severity of the conduct, whether the conduct is humiliating or physically threatening, and whether the conduct unreasonably interferes with an individual's work.

6. **Quid pro quo**: Quid pro quo harassment can occur in a workplace situation wherein a manager demands, as an explicit or implied term or condition of employment decisions, a subordinate submit to sexual advances (this may include situations which began as a reciprocal relationship, but which later ceased to be reciprocal). Quid pro quo occurs when a manager makes
requests for sexual favors or other verbal, visual or physical conduct of a sexual nature that is an explicit or an implied term or condition of employment decisions and/or promises an employee, or potential employee, something in exchange for a sexual favor. Examples of quid pro quo harassment situations involve a manager promising an employee a job, a raise, or a promotion in exchange for a sexual favor.

Quid pro quo harassment generally results in a tangible employment decision based upon the employee's acceptance or rejection of unwelcome sexual advances or requests for sexual favors, but it can also result from unwelcome conduct that is of a religious nature.

Harassment can lead to personal liability of the employee engaging in it.

C. Any Retaliation against an individual because they filed or supported a complaint or because they participated in the complaint resolution process is prohibited. Examples of Retaliation include, but are not limited to: reprimanding the employee or giving a performance evaluation that is lower than it should be; transferring the employee to a less desirable work duty or position; engaging in verbal or physical abuse; threatening the employee’s employment status; selective enforcement of the rules; excluding the employee from staff meetings and staff events; negative treatment from supervisor and co-workers such as gossiping shunning, harassment, etc.; or making the employee's work more difficult.

Under certain circumstances, management may instruct employees to alter the manner in which they interact with other individuals including, but not limited to, individuals who have engaged in Protected Activity. Compliance with management's instructions does not amount to Retaliation.

D. Conduct need not arise to the level of a violation of state or federal law to violate this Policy. A single founded act can violate this Policy and provide grounds for discipline or other appropriate sanctions. Discipline and/or other appropriate sanctions shall not be imposed under this Policy absent findings from an investigator that this Policy has been violated.

GUIDELINES FOR DETERMINING HARRASMENT

Harassment includes any conduct that a reasonable individual of the recipient's same protected classification would find to be unwelcome or unwanted. The following guidelines regarding whether conduct is unwelcome or unwanted should be followed:

A. It is no defense that the recipient “appears” to have consented to the conduct at issue by failing to protest about the conduct. A recipient may not protest for many legitimate reasons, including wanting to avoid being insubordinate, ostracized or subjected to retaliation.

B. Simply because no one has complained about a joke, gesture, picture, physical contact, or comment does not mean that the conduct is welcome. Harassment can evolve over time. Small, isolated incidents might be tolerated up to a point. The fact that no one has yet complained does not preclude someone from complaining if the conduct is repeated in the future.
C. Even visual, verbal, or physical conduct between two people who appear to welcome the conduct can constitute harassment of a third person who witnesses the conduct or learns about the conduct later. Conduct can constitute harassment even if it is not explicitly or specifically directed at a particular individual.

D. Conduct can constitute harassment even if the individual has no intention to harass. Even well-intentioned conduct can violate this Policy if a reasonable individual of the recipient’s same protected classification would find it offensive (e.g., gifts, over-attention, endearing nicknames, hugs).

PROHIBITED SUPERVISORY OR MANAGERIAL BEHAVIOR

A. No supervisor, manager, or person in any other position of authority may condition any employment, employee benefit or continued employment at L.A. LOMOD on an applicant’s or employee’s acquiescence to any of the behavior defined above.

B. No supervisor, manager, or person in any other position of authority may retaliate against any applicant, or employee, because that person has opposed a practice prohibited by this Policy or has filed a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing conducted by an authorized investigator on behalf of L.A. LOMOD.

C. Romantic or sexual relationships between supervisors and employees they supervise or have influence over are discouraged. There is an inherent imbalance of power and potential for exploitation in such relationships. The relationship may create an appearance of impropriety and lead to charges of favoritism by other employees. A welcome sexual relationship may change, with the result that sexual conduct that was once welcome becomes unwelcome and harassing.

BEHAVIOR PROHIBITED BY ALL EMPLOYEES AND COMMISSIONERS

A. No employee or commissioner shall create a hostile or offensive work environment for any other person by engaging in Harassment, Discrimination, Retaliation, or Abusive Conduct/Bullying or by tolerating it on the part of any employee.

B. No employee or commissioner shall assist any individual in doing any act which constitutes discriminatory harassment against any employee of L.A. LOMOD.

C. No employee or commissioner shall destroy evidence relevant to an investigation of Harassment, Discrimination, Retaliation, or Abusive Conduct/Bullying.

POSTING OF THE POLICY

A. A copy of this Policy shall be provided to all employees and commissioners of L.A. LOMOD, as well as displayed in prominent locations throughout L.A. LOMOD.

B. A copy of the information sheet on harassment prepared by the California Department of Fair Employment and Housing (“DFEH”) shall be made available to all L.A. LOMOD employees and commissioners upon request.

C. The Human Resources Department shall provide new employees with a copy of this Policy within one week of the commencement of their employment.
D. An individual has the option to report harassment, discrimination, or retaliation to the U.S. Equal Employment Opportunity Commission (“EEOC”) or the DFEH. These administrative agencies offer legal remedies and a complaint process. The nearest offices are listed on the Internet and in the government section of the telephone book. Employees can check the posters that are located on L.A. LOMOD’s bulletin boards for office locations and telephone numbers.

OBLIGATIONS OF ALL EMPLOYEES

All L.A. LOMOD employees are expected to conduct themselves as follows:

1. Treat all individuals in the workplace or on worksites with respect and consideration.
2. Model behavior that conforms to this Policy.
3. Participate in harassment prevention training every two years.
4. Cooperate with L.A. LOMOD’s investigations by responding fully and truthfully to all questions posed during the investigation.
5. Take no actions to influence any potential witness while the investigation is ongoing.
6. Report any act they believe in good faith constitutes Harassment, Discrimination, Retaliation, or Abusive Conduct/Bullying as defined in this Policy to the Human Resources Department. This includes reporting such acts by a Third Party.
7. Employees who are in a romantic or sexual relationships with co-workers who they regularly work directly with or supervise shall disclose the relationship to the Human Resources Department, at which time the circumstances will be reviewed to determine whether any conflict of interest exists.

OBLIGATIONS OF SUPERVISORS/MANAGERS

In addition to the responsibilities listed above, each manager and supervisor is responsible for:

1. Participating in harassment prevention training every two years. The Human Resources Department shall schedule employees of L.A. LOMOD for training on the Policy.
2. Taking all steps necessary to prevent Harassment, Discrimination, Retaliation, and Abusive Conduct/Bullying, from occurring, including, but not limited to, reporting the acts of Third Parties with respect to any harassment activities, monitoring the work environment, and taking immediate appropriate action to stop potential violations, such as removing inappropriate pictures or correcting inappropriate language.
3. Assisting in the investigation of complaints involving employee(s) in their departments.
4. Reporting potential violations of this Policy of which they become aware, to the Human Resources Department, regardless of whether a complaint has been submitted.

COMPLAINT PROCEDURE AND INVESTIGATIVE/CORRECTIVE ACTION

L.A. LOMOD takes a proactive approach to potential Policy violations and will conduct an investigation if its supervisory or management employees become aware that harassment, discrimination or retaliation may be occurring, regardless of who reports a potential violation.

A. Filing a Complaint

All persons shall immediately report, either orally or in writing, any allegations of Harassment, Discrimination, Retaliation, or Abusive Conduct/Bullying to their supervisor, manager, department head or to the Human Resources Department, without regard to any chain of command. This includes any conduct which they have observed, regardless of whether reported by the individual who is the subject of the harassment. Any supervisor or manager who receives a complaint regarding Harassment, Discrimination, Retaliation, or Abusive Conduct/Bullying shall immediately report it to the Human Resources Department.

Under no circumstances shall an employee of L.A. LOMOD who believes that they have been the victim of Harassment, Discrimination, Retaliation, or Abusive Conduct/Bullying be required to first report that harassment to a supervisor or other authority figure if that supervisor or authority figure is the individual who has engaged in harassment.

B. Investigative/Corrective Action

1. The Human Resources Department shall authorize and supervise the investigation or conduct the investigation of any incident of alleged harassment, discrimination or retaliation reported to them. Investigations will be fair, timely and impartial and conducted by qualified personnel. The investigation shall be conducted in a way which ensures, to the extent possible, the privacy of the parties involved.

2. The person designated to investigate shall review the factual information gathered through the investigation to determine whether the alleged conduct violates this Policy giving consideration to all factual information, the totality of the circumstances, including the nature of the conduct, and the context in which the alleged incidents occurred. The person designated to investigate shall document and track for reasonable progress.

3. Once the investigation has been completed, the person designated to investigate shall immediately report in writing the results of any investigation, including whether this Policy has been violated to the Human Resources Department; or its designee. The Human Resources Department or its designee shall notify the complainant that the matter has concluded and whether the allegations were substantiated. If discipline or sanctions are imposed, the level of discipline or sanctions will not be communicated to the complainant.
4. If conduct in violation of this Policy is found to have occurred, the supervisor or manager shall take or recommend to the appointing authority prompt and effective remedial action. The remedial action will be commensurate with the severity of the offense. Disciplinary action taken by any supervisor or manager shall be decided in accordance with L.A. LOMOD policy and after consultation with the Human Resources Director.

5. L.A. LOMOD shall take reasonable steps to protect the complainant from Harassment, Discrimination, Retaliation, or Abusive Conduct/Bullying.

6. The Human Resources Department shall follow up with those who have complained of Harassment, Discrimination, or Retaliation within three months of any reported incident to ensure that the behavior has stopped and that there are no reprisals. Individuals who have questions about their rights and obligations set forth in this Policy should contact the Human Resources Department.

Under no circumstances shall a supervisor, manager, or any other position of authority retaliate in any way against an individual who has provided information as a witness to an incident of alleged Harassment, Discrimination, Retaliation, or Abusive Conduct/Bullying.

An employee who intentionally files a false report under this Policy may be subject to discipline actions, up to and including termination.

CONFIDENTIALITY

Every effort will be made to ensure the confidentiality of complaints made under this Policy to the greatest extent feasible. Complete confidentiality cannot be guaranteed, however, due to the need to investigate fully and the duty to take effective remedial action. An individual who is interviewed during the course of an investigation is prohibited from attempting to influence any potential witness while the investigation is ongoing. An employee may discuss their interview with a designated employee representative. L.A. LOMOD will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order.
Acknowledgment of Receipt of  

**Policy Prohibiting Harassment, Discrimination, Retaliation, and Abusive Conduct/Bullying**

I, the undersigned, acknowledge the receipt of the Los Angeles LOMOD Corporation, a California non-profit organization ("L.A. LOMOD") Policy *Prohibiting Harassment, Discrimination, Retaliation, and Abusive Conduct/Bullying* (Policy) provided to me on this date.

I acknowledge that I have read this Policy, understand the content and the expectation, and agree to abide by the Policy guidelines. I understand that if I have questions or require additional clarification, at any time during the course of my employment regarding L.A. LOMOD's *Policy Prohibiting Harassment, Discrimination, Retaliation, and Abusive Conduct/Bullying*, I will consult with my supervisor or the Human Resources Department.

Print Name: _______________________________

Date:  _______________________________

Signature: _______________________________