

# SEE MONTEREY

## **TEAM HANDBOOK**

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## **WELCOME TO TEAM SEE MONTEREY!**

We warmly welcome you to the See Monterey team. We hope that your experience here will be enjoyable and rewarding. SEE MONTEREY is committed to ensuring that all team members feel welcome and have an equal opportunity to connect, belong, and grow. We encourage everyone to contribute to the organization and the hospitality industry, advance their skill sets and careers, and to be comfortable and confident as their authentic selves within the framework of professional guidelines that we have established as a team.

This handbook describes some of the expectations of our relationship and outlines the policies, programs and benefits available to Team Members. It provides guidelines for your employment experience with us in an effort to foster a safe, healthy, harmonious, positive, and productive work environment. Please understand that this handbook only highlights SEE MONTEREY policies, practices, and benefits for your personal understanding and cannot, therefore, be construed as a legal document. It is intended to provide general information about the policies, benefits, and regulations governing SEE MONTEREY Team Members and is not intended to be an express or implied contract. The guidelines presented in this handbook are not a substitute for professional maturity, or leading with integrity, sound judgment, and discretion.

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 may require that policies, practices, and benefits described in this handbook change from time to time. Accordingly, SEE MONTEREY reserves the right to modify, supplement, rescind, or revise any provision of this handbook as it deems necessary or appropriate in its sole discretion with or without notice to you.

No business is free from day-to-day challenges, but we believe our policies, procedures and practices will help resolve them. All of us work together to make SEE MONTEREY a viable, healthy, and successful organization. This is the only way we can provide a working environment that promotes genuine concern and respect for others including all Team Members and our customers. If any statements in this handbook are not clear to you, please contact your immediate supervisor or the Human Resources and Relations department for clarification. This handbook supersedes any and all prior policies, procedures, and handbooks of the organization.

SEE MONTEREY expressly reserves its inherent authority to manage and control its business enterprise and to exercise its sole discretion to determine all issues pertaining to your employment, including all matters concerning promotion, position assignment, and the size of the workforce, demotion, transfer, and or other action.

President and CEO

## **INTRODUCTORY POLICIES**

- Equal Employment Opportunity and Anti-Discrimination Policy (CA)
- Disability Accommodations Policy (CA)
- Anti-Harassment Policy (CA)
- Anti-Retaliation Policy (CA)
- Harassment, Discrimination, and Retaliation Prevention Policy (CA)
- Religious Accommodations Policy (CA)

### **A. Equal Opportunity Employment**

SEE MONTEREY is an equal opportunity employer and makes employment decisions based on business needs and merit. SEE MONTEREY strives to have the best available person in each role. SEE MONTEREY policy prohibits unlawful discrimination based on any consideration made unlawful by federal, state or local laws.

SEE MONTEREY is committed to complying with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the operations of SEE MONTEREY and prohibits unlawful discrimination by any Team Member of SEE MONTEREY.

If you believe that you have been subjected to any form of unlawful discrimination, you should provide an oral or written report to your supervisor, department head, the HRC or the President and CEO. The report should be specific and should include the names of the individuals involved and the names of any witnesses.

SEE MONTEREY will immediately undertake an effective, thorough and objective investigation and will attempt to resolve the situation. If SEE MONTEREY determines that unlawful discrimination occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action will also be taken to deter any future discrimination.

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at SEE MONTEREY will be based on merit, qualifications and abilities. Employment practices will not be influenced or affected by any applicant's or Team Member's characteristics as protected by applicable law.

### **B. At Will Employment**

The relationship between you and SEE MONTEREY is referred to as "employment at will." This means that you or SEE MONTEREY can end your employment at any time for any reason, with or without cause, with or without notice. No representative of SEE MONTEREY has authority to enter into any agreement contrary to the foregoing "employment at will" relationship. Nothing contained in this handbook, in any oral or written statement creates an express or implied contract of employment or shall limit the right to end employment at will.

### **C. Americans with Disabilities Act**

To comply with applicable disability laws ensuring equal employment opportunities to qualified individuals with a disability, SEE MONTEREY will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is a Team Member unless undue hardship on the organization would result.

Any Team Member who requests an accommodation in order to perform the essential duties and responsibilities of their role should contact their immediate supervisor or the HRC and request such an accommodation. The individual with the disability should specify what accommodation they are requesting to meet the expectations of their role. SEE MONTEREY will engage in an interactive process with the individual requesting accommodation to identify the barriers that make it difficult for the Team Member to have an equal opportunity to be successful in their role.

SEE MONTEREY will identify possible accommodations, if any, that will help eliminate the limitation, without creating a significant of harm to others or causing SEE MONTEREY to violate safety laws. If the accommodation is reasonable and will not impose an undue hardship, SEE MONTEREY will make the accommodation. SEE MONTEREY may request a certification from a health care provider verifying that an accommodation is necessary. Team Members are assured that all information regarding a disability shall be kept confidential except that:

- Supervisors and managers may be informed regarding restrictions on work or duties of disabled Team Members and any accommodations that have been approved/made;
- Personnel may be informed if the condition might or does require medical treatment;
- Government officials investigating compliance with federal laws may need to be informed in certain circumstances.

All Team Members with responsibilities, which may need to have knowledge of disabilities, will be advised that they are to treat that knowledge in a confidential manner.

#### **D. Open Door Policy**

SEE MONTEREY is committed to maintaining a safe, healthy, positive and harmonious work environment and to address Team Member concerns informally, through open communication.

If there is something about your position or role that is bothering you or if you feel that you have not been treated fairly or equitably, SEE MONTEREY encourages you to raise your concerns with your supervisor as soon as possible after the event that causes the concern. If you believe that your supervisor is not the appropriate person with whom to raise your concern, or if you and your supervisor have been unable to satisfactorily resolve the concern on a more informal level, you should speak with the next level of management and/or the HRC, President and CEO or a member of the senior leadership team, who will work with you and your supervisor to resolve the concern. You are encouraged to pursue discussion of your work-related concern until the matter is resolved. SEE MONTEREY will attempt to keep all reports, any investigation, and the terms of any resolution confidential, recognizing, however, that in the course of an investigation, some dissemination of information to others may be necessary. It is your responsibility to raise concerns with the appropriate persons if you think that SEE MONTEREY can help. It may not always be possible to reach the result you would like, but if not, we will attempt in each case to explain why.

SEE MONTEREY believes that the best and most rewarding management system results from a direct relationship between management and Team Members. If a Team Member has concerns

about working conditions or compensation, SEE MONTEREY strongly encourages Team Members to voice these concerns openly and directly to their supervisor or to any other member of management who can help. SEE MONTEREY will listen with respect. SEE MONTEREY's experience has shown that when Team Members raise concerns openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitude can be positive.

No Team Member will be disciplined or otherwise penalized for raising a good-faith concern.

## **GENERAL EMPLOYMENT POLICIES AND PRACTICES**

### **A. Abuse, Discrimination and Harassment**

SEE MONTEREY is committed to providing Team Members with a workplace free of harassment and believes that Team Members are to be treated by everyone with dignity, integrity, and personal and professional respect at all times. SEE MONTEREY prohibits any type of abuse, discrimination or harassment as defined and protected by applicable California and or federal law.

It is the desire of SEE MONTEREY to provide a safe, healthy, positive, harmonious, and productive work environment. SEE MONTEREY will not tolerate conduct by any team member that discriminates against, harasses or abuses (also known as bullying), disrupts or interferes with another person's work performance or which creates an intimidating, offensive or hostile work environment. SEE MONTEREY will not tolerate abuse, bullying, or harassment including sexual harassment of any Team Member. In addition, SEE MONTEREY will not tolerate any Team Member abusing, bullying or harassing including sexually harassing another person. Abuse is defined as conduct or behavior of a team member in the workplace that takes place and is carried out with malice that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate core business interests. Note that a single act of bullying or abuse shall not always constitute abusive conduct, unless especially severe or egregious. Examples of such abusing or bullying include but are not limited to:

- Verbal or physical abuse
- Isolating or excluding someone
- Giving a person an overload of work that cannot possibly be completed by the deadline given
- Taking credit for someone else's work
- Sabotaging a person's work so he/she will not succeed

All forms of abuse, discrimination and harassment are prohibited including that of sexual harassment. Sexual harassment is defined as unwanted sexual advances or visual, verbal or physical conduct of a sexual nature including that which is not generated by sexual desire. There are two kinds of sexual harassment: (1) when an individual's submission to or rejection of unwelcome sexual conduct is used as a basis for employment decisions affecting that individual, including the granting of benefits; and (2) when unwelcome sexual conduct unreasonably interferes with an individual's job performance or creates an intimidating, hostile, or offensive working environment, even if it does not lead to tangible or economic job consequences. This definition includes many forms of unacceptable behavior and includes gender-based harassment of a person the same sex as the harasser.

Harassment includes but is not limited to:

- Verbal harassment, e.g., flirtations, propositions, suggestive comments, epithets, derogatory comments or slurs based on a protected characteristic listed in this policy;
- Physical harassment, e.g., leering, touching, advances, assault, impeding or blocking movement, or any physical interference with normal work or movement, when directed at an individual on a basis of a protected characteristic listed in this policy;
- Visual forms of harassment, e.g., derogatory posters, cartoons, or drawings directed at an individual on a basis of a protected characteristic listed in this policy; or
- Sexual favors, e.g., unwanted sexual advances, which condition an employment benefit upon an exchange of sexual favors.

If you feel that you are or have been subjected to any kind of abuse, discrimination or harassment of any type, coercion or intimidation by anyone, we encourage you to file a written report with your supervisor or the HRC as soon as possible. Any manager and/or supervisor who receives a report of abuse, harassment, discrimination, or retaliation must immediately report such to the HRC and/or the President and CEO so that the report can be investigated. However, if your report involves your supervisor, or you are not satisfied with your supervisor's response, or if for any reason you do not wish to bring the problem to your supervisor's attention, you may present your concern to the HRC and or the President and CEO, who will either conduct an investigation or direct the matter to the appropriate person for investigation.

All reports of harassment, discrimination or abuse will be immediately, thoroughly, and objectively investigated. The investigation may include interviews of individuals believed to have information regarding the report. The results of the investigation will be promptly communicated to the reporting Team Member and, if appropriate, to others directly concerned after SEE MONTEREY's determination. SEE MONTEREY will keep the report and investigation confidential to the extent possible. If abuse, discrimination or harassment is found to have occurred, appropriate action will be taken.

Any Team Member who is found to have engaged in harassment, discrimination or abuse of another person after appropriate investigation, will be subject to appropriate action up to and including involuntary separation of employment. SEE MONTEREY will not retaliate against any Team Member for filing a legitimate report in good faith and will not tolerate or permit retaliation by any person within the organization.

SEE MONTEREY encourages all team members to immediately report any incidents of misconduct so that issues can be resolved promptly. You should also be aware that the Federal Equal Employment Opportunity Commission ("EEOC") and the California Department of Fair Employment and Housing ("DFEH") investigate and prosecute complaints of prohibited harassment, discrimination, and retaliation in employment. If you think that you have been subjected to harassment or discrimination, or that you have been subjected to retaliation for resisting such behavior, or complaining about it, or participating in an investigation about a claim, you may also file a complaint with the DFEH or EEOC.

## **B. Definitions of Employment Status**

Employment Status types are defined as:

Team Member: A Team Member is any individual who has been hired for an indefinite period of time. The employment of a Team Member can be ended at will, for any legal reason, at any time, with or without notice, with or without cause, by either the Team Member or SEE MONTEREY.

Full-Time Team Member: Any Team Member who is regularly scheduled to work thirty-five (35) hours or more per week is considered to be a Full-Time Team Member.

Part-Time Team Member: Any Team Member who is regularly scheduled to work less than thirty-five (35) hours per week is considered a Part-Time Team Member.

Temporary Team Member: Temporary Team Members are those who are hired by SEE MONTEREY on an at-will basis to perform any work deemed appropriate by SEE MONTEREY for a specific amount of time. Temporary Team Members will not be eligible for SEE MONTEREY Group Medical, Dental, Vision, Life, Long Term Disability, Floating Holiday or 401k benefits. The employment of a Temporary Team Member can be terminated at will, for any legal reason, at any time, with or without notice, with or without cause, by either the Team Member or SEE MONTEREY.

Exempt Team Members: Exempt Team Members are those whose roles meet the federal and state requirements for overtime exemption. Exempt Team Members are compensated on a salary basis and are not eligible for overtime pay. SEE MONTEREY's salaried executive, administrative, and professional Team Members are among our exempt Team Members.

Non-Exempt Team Members: Non-exempt Team Members are covered by the overtime provisions of the Federal Fair Labor Standards Act or any other applicable state laws. See the Salary Administration section entitled Overtime for details.

### **C. Position Role and Responsibilities**

At the start of employment, your supervisor will explain your role and responsibilities and the performance standards expected. Team Members should be aware that their role and responsibilities may change at any time, with or without notice, during employment. From time to time, Team Members may be asked to work on special projects or assist with other work necessary or important to the operation of SEE MONTEREY. Team Members' cooperation and assistance in performing such work is expected.

### **D. Work Schedules**

Supervisors will make efforts to provide a routine work schedule. However, based on our commitment to provide customers with the most convenient and efficient service possible, management retains the right to change, alter or modify Team Member work hours. Supervisors will advise Team Members of any deviations from their normal hours of work when known. Team Members are expected to work additional reasonable hours that may be requested by supervisors in order to meet the expectations of customers and the organization.

### ***Alternative Work Week***



Full Time Non-Exempt Team Members have the choice between working all weeks on a regular schedule of five (5) work days per week of eight (8) hours per day, or alternating between that regular schedule and a schedule of four (4) days per week of nine (9) hours per day and one work day of four (4) hours. Eligible Team Members who choose the alternative schedule should request it no later than the close of business on the Thursday before the start of the alternative schedule. The supervisor will then consult with the Team Member and select the week that will follow the regular schedule and for the other week, which day will be the short work day. Management may stagger the short work day between Team Members choosing alternative schedules in order to avoid assigning the same short work day to the same Team Member in a given department. Management will also rotate the short work day so that the short work day for each Team Member choosing the alternative schedule may vary from week to week.

## **E. Personnel Records**

Team Members have the right to inspect certain documents in their personnel file (including medical records), as provided by law, in the presence of an SEE MONTEREY representative. No copies of documents in personnel files may be made, with the exception of documents that have been previously signed by the Team Member. Team Members are encouraged to add professional development, certifications earned to their personnel file.

SEE MONTEREY will attempt to restrict disclosure of Team Member personnel files to authorized individuals. Any request for personnel files should be directed to the HRC or President and CEO. Only the HRC and President and CEO are authorized to release information about current or former Team Members. Disclosure of personnel information to outside sources will be limited. However, SEE MONTEREY will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations.

If you have furthered your education in any way, you are encouraged to have this information entered into your personnel file. This is helpful in determining the qualifications for promotion or transfer. Appointments to view your personnel file should be made with twenty-four (24) hour notice to the HRC. Appointments may be made on weekdays between 8:30 a.m. and 5:00 p.m.

## **F. Performance Reviews**

Team Members will participate in performance review. The review will be conducted by supervisors and discussed with each Team Member. The frequency of performance reviews may vary, depending upon length of service, position, past performance, changes in roles, performance or behavior problems or length of absences.

Performance reviews may include topics such as the quality and quantity of work, knowledge, initiative, attitude, and other core competencies as determined by management. The performance reviews are intended to assist Team Members in being aware of progress and identify areas for improvement and objectives or goals for future work performance. Positive performance reviews do not guarantee increases in compensation or promotions.

## **G. Employment of Relatives**

Employing relatives of current Team Members may raise concerns of confidentiality, security, or morale. SEE MONTEREY reserves the right to deny any application which imperils business interests.

SEE MONTEREY will not place two family members in the same department or work area if the work involves potential conflicts of interest or direct supervision of one family member over another.

If Team Members who work in a direct supervisory relationship become related by marriage, or if the marriage of two Team Members raises questions of confidentiality, security or morale, SEE MONTEREY will attempt to reassign one of the Team Members to another position for which the Team Member is qualified, if such a position is available. If no position is available, one of the Team Members may be expected to resign employment with SEE MONTEREY.

## **H. Non-Fraternization**

A conflict of interest may arise when a close or intimate personal relationship exists between a supervisor and any Team Member that is within that supervisor's direct or indirect area of responsibility. Personal involvement with another person, which potentially impairs the Team Member's ability to act in the best interest of SEE MONTEREY, creates an actual or potential conflict of interest.

Romantic involvement with a supervisory or subordinate Team Member of SEE MONTEREY is presumed to be an actual conflict of interest. Supervisor-subordinate romantic relationships also can lead to supervisory problems, possible claims of harassment, and morale problems. Both the fact and appearance of a conflict of interest should be avoided.

To avoid the fact and/or appearance of a conflict of interest, promote the efficient operation of SEE MONTEREY business, avoid business misunderstandings and complaints of favoritism, and maintain security and morale, supervisors should not date or pursue romantic or sexual relationships with Team Members they supervise, either directly or indirectly.

## **I. Dress Code**

SEE MONTEREY would like to create and maintain a relaxed professional atmosphere and achieve the highest levels of performance and professionalism, consistent with the position SEE MONTEREY has as an important community organization.

Business casual dress is expected when working in the office and during remote work where the team member is visible to others as a representative of the organization (video conferencing.) Team members should dress appropriately for the environment when representing SEE MONTEREY at functions or meetings outside of the office/remote home office as well. If a Team Member's attire is deemed inappropriate by management, the team member may be asked to go home and change.

Team Members may wear jeans on Fridays. Jeans should not be ill-fitting, ripped or torn or have holes or tears/shredding. Team Members who have customer or stakeholder contact should maintain business casual attire. Supervisors may issue more specific guidelines concerning any dress/attire exceptions.

## **J. Good Housekeeping**

SEE MONTEREY customers and stakeholders are likely to see many of our work areas and it is important to maintain a neat and orderly workplace. By making an effort to keep your own work area neat and orderly, you not only reinforce SEE MONTEREY's professional image, you can also contribute to a pleasant and safe work environment.

## **K. Solicitation and Distribution**

In order to avoid disruption of our operations, persons who are not employed by the organization may not solicit or distribute literature on SEE MONTEREY property during working time. Team Members may not solicit during working time. Team Members may not distribute non-work related literature during working time. Working time does not include break or meal periods, or other time during the day when team members are not engaged in performing their work.

## **L. Promotions**

It is SEE MONTEREY's intent to give qualified Team Members preference over others when filling vacant position. However, promotions from within the organization are not always possible. A Team Member's past performance, experience, attitude, qualifications, attendance, potential, and length of service are factors which will be considered in making promotion and transfer decisions. SEE MONTEREY reserves the right to promote, demote and transfer Team Members, with or without cause or advance notice.

## **M. Outside Employment**

Team Members are expected to devote their full energies, efforts, and abilities to their employment with SEE MONTEREY. A possibility exists that Team Members who perform responsibilities for other organizations in addition to SEE MONTEREY may experience a reduction in their efficiency or productivity while performing SEE MONTEREY responsibilities due to the potential for fatigue, tiredness, the pressures caused by the other jobs or the responsibilities of working two positions, or the distractions caused by the responsibilities of the other jobs. SEE MONTEREY will hold all Team Members to the same standards of performance and scheduling demands and cannot make exceptions for Team Members who also hold outside jobs.

In addition, SEE MONTEREY is committed to maximizing the quality of work and service it provides to its clients. In keeping with this objective, SEE MONTEREY cannot permit Team Members to work for other employers or engage in self-employment where such work could pose a conflict of interest with work performed on behalf of SEE MONTEREY or interfere with obligations to SEE MONTEREY or impair abilities to fully, safely, and efficiently perform all duties for SEE MONTEREY. Further, if a Team Member engages in outside employment, they will be prohibited from performing any work with such outside employment, including selling, collecting money or otherwise soliciting, while on SEE MONTEREY premises or during working hours.

SEE MONTEREY assumes no responsibility for the outside employment of its Team Members and will not provide workers' compensation coverage for injuries occurring from or arising out of outside employment. Authorization to engage in outside employment may be revoked at any time. If a Team Member wishes to seek outside employment opportunities in addition to the work performed for SEE MONTEREY, or already has existing employment outside SEE

MONTEREY, they should advise the HRC to verify that such work does not conflict with this or SEE MONTEREY's Conflict of Interest policy or SEE MONTEREY's scheduling expectations.

## **COMPENSATION ADMINISTRATION**

### **A. Paydays**

SEE MONTEREY has a bi-weekly pay period; there are 26 pay dates in each fiscal year. SEE MONTEREY's paydays are normally every other Friday.

### **B. Time Records**

In order to comply with State and Federal Wage and Hour Regulations, all non-exempt Team Members should record and submit the time they work through the electronic/digital time keeping system. The HRC or the Team Member's supervisor will explain how to use the time keeping system. Hourly Team Members are responsible to daily record:

- The time they begin working
- The time they stop working for a meal period
- The time they begin working after a meal period
- The time they stop working for the day

Additionally, non-exempt Team Members should record any time that they stop working for non-business-related reasons. If a Team Member makes an error when recording their worked time, they should report this to the HRC immediately. The Team Member and their supervisor should approve any corrections made to time records.

Each Team Member is responsible for recording their time correctly. Team Members should not record time worked for any other team member than themselves.

### **C. Overtime**

At times it may be necessary to work more hours than are regularly scheduled. SEE MONTEREY expects and appreciates Team Member cooperation when this occurs. Effort will be made to provide Team Members with advance notice of any additional hours that will be scheduled.

Under the regular schedule for Non-exempt Team Members, they will be paid one and one-half times their regular straight time rate for all hours worked over forty (40) in a work week, eight (8) hours in a workday or the first eight (8) hours on the seventh consecutive day of work in a workweek. Non-exempt Team Members will be paid two (2) times their regular straight time rate for all hours worked in excess of twelve (12) in a workday or in excess of eight (8) on the seventh consecutive day of work in a workweek. Paid time off, holidays, floating holidays, bereavement and other paid time off or leaves of absence are not considered hours worked for the purpose of computing overtime.

Full Time Non-Exempt Team Members may choose the alternate work schedule for any two week pay period. In one of the two weeks, the overtime rules are the same – work over forty (40) hours in a work week, eight (8) hours in a workday or the first eight (8) hours on the seventh consecutive day of work in a workweek are paid at time and one half. All hours worked in excess of twelve (12) in a workday or in excess of eight (8) on the seventh consecutive day of work in a workweek are paid at double time. Under the alternate work schedule, each two week period includes one week in which overtime is paid for work in excess of the schedule up to twelve (12) hours per work day, and double time is paid after twelve (12) hours of work in the work day and after eight (8) hours of work in the seventh consecutive work day of the work

week. **Team Members should be pre-authorized to work overtime by their supervisor and/or the President and CEO.**

#### **D. Rest Periods**

SEE MONTEREY provides rest periods for hourly Team Members. Non-exempt, hourly Team Members are entitled to one uninterrupted ten (10) minute rest period if the work day is at least 3.5 hours but not more than 6 hours; two uninterrupted ten (10) minute rest periods if the work day is more than 6 hours but not more than 10 hours, and three ten (10) minute rest periods if the work day exceeds 10 hours. Meal periods relieved of all duty are not counted in these work days for purposes of calculating rest periods. Non-exempt Team Members are expected to take their entitled rest periods.

Authorized rest periods shall be counted as time worked for which there will be no deduction from wages. Team Members should not skip a rest period to leave early or to make up for missed work, and should not add the rest period time to a meal period to increase the length of the meal period. It is the Team Member's responsibility to ensure that rest periods are taken. Team Members who feel they were unable to take a rest period in accordance with this policy are required to inform their supervisor immediately.

#### **E. Meal Periods**

SEE MONTEREY provides Team Members who work more than five (5) hours in the work day an unpaid meal period of thirty (30) minutes relieved of all duty. Team Members are required to take meal periods no later than five (5) hours after the commencement of their work for the day. When a work period of not more than six (6) hours will complete a day's work, the meal period may be waived by mutual consent of SEE MONTEREY and the Team Member. Team Members should take a second unpaid thirty (30) minute meal period relieved of all duties no later than ten (10) hours after beginning their work day. This second meal period may be waived by the mutual consent of SEE MONTEREY and the Team Member if the work day will have no more than twelve (12) hours and if the Team Member took the first meal period. If the work day will last more than twelve (12) hours, the second meal period should be taken. Team Members may leave the premises for meal periods, but should return promptly at the conclusion of their meal period. Non-exempt Team Members are expected to record their time when leaving and returning from meal periods. Team Members who feel they were unable to take a meal period in accordance with this policy are required to inform their supervisor immediately.

#### **F. Rest Periods for Nursing Mothers**

SEE MONTEREY recognizes that Team Members who are nursing mothers may need time during the workday to express breast milk. SEE MONTEREY will provide Team Members who are nursing mothers a reasonable amount of rest time to express breast milk. The rest time shall, if possible, run concurrently with any rest time already provided. If it is necessary for the Team Member to take additional rest time that does not run concurrently with the authorized rest periods, the additional time will be unpaid. SEE MONTEREY reserves the right to refuse to provide this additional rest time if it would seriously disrupt the operations of SEE MONTEREY or create an undue hardship. All requests for additional rest time to express breast milk should be directed to supervisors and the HRC.

#### **G. Direct Deposit**

SEE MONTEREY encourages direct payroll deposit for its Team Members. Team Members may begin and stop direct payroll deposit at any time. To begin direct payroll deposit, Team Members

complete a form and return it to the HRC at least 10 days before the pay period for which they would like the service to begin. Team Members should carefully monitor their payroll deposit statements for the first two pay periods after the service begins.

To stop direct payroll deposit, Team Members should notify the HRC at least 2 days before the payroll entry date of the period for which they would like the service to end. Team members who stop the direct deposit service will receive a regular payroll check on the first pay date following the notification.

## **H. Attendance**

The success of SEE MONTEREY depends on the cooperation and commitment of each member of the team. The Team Member's responsibility to SEE MONTEREY, fellow Team Members and clients depends on good attendance and punctuality. Fellow Team Members bear the burden of absences. Team members are expected to report to work on time. This means that Team Members should be at work and ready to work at their scheduled starting time.

SEE MONTEREY recognize that there may be times when an absence or tardiness cannot be avoided. In such cases, Team Members are expected to notify their supervisor as early as possible and, in the case of absence, at least one (1) hour before the regular starting time. If a Team Member knows of the need to be absent in advance, they are expected to advise their supervisor and obtain approval. If a Team Member is unable to reach their supervisor, they should contact their department head and/or the HRC. Simply notifying the supervisor of the absence or tardiness does not mean that the absence or tardiness is excused. An absence or tardiness will be deemed excused only if a Team Member has obtained their supervisor's or the HRC's approval. Excessive absenteeism or tardiness may result in disciplinary action, up to and including termination.

If a Team Member is absent due to illness for more than three (3) consecutive days, SEE MONTEREY reserves the right to request a certificate from a health care provider before they return to work.

Unless a Team Member has made other arrangements with their supervisor, Team Members are expected to call their supervisor each day of their absence. If notification to the supervisor is not done correctly, the Team Member may be considered to have voluntarily terminated their employment with SEE MONTEREY.

## ***BENEFITS***

SEE MONTEREY is pleased to provide benefits to Team Members as described below and expects to maintain them in the future. Nonetheless, because of changing legal and financial requirements, SEE MONTEREY reserves the right to modify or terminate these benefits at any time on prior written notice to Team Members.

### **A. Group Medical, Dental, Vision, Life and LTD Insurance**

SEE MONTEREY provides Group Medical, Dental, Vision, Life and Long Term Disability (LTD) insurance to Full-Time Team Members beginning in the month following their hire date with SEE MONTEREY. Eligible Team Members may be enrolled in SEE MONTEREY's insurance programs during their Team Member orientation. The HRC will assist in making sure that all enrollment forms are accurately and completely filled out.

If at a later time a Team Member experiences events which might entitle coverage for additional dependents, i.e. birth of a child, marriage, adoption, spouse's loss of insurance, etc., Team Members should enroll those new dependents within thirty (30) days of their eligibility. If not, Team Members may need to wait until the next annual open enrollment period to add these new dependents to the insurance plan(s).

The effective date of Team Member insurance, referred to as the date of eligibility, is defined as the first day of the month following continuous full-time employment with SEE MONTEREY. However, if the Team Member is not actively employed on this date, or on the date the amount of insurance would change due to a change in classification the Team Member will become insured on the date he or she returns to active full-time employment.

The majority of the costs associated with insurance premiums for Team Members are paid for by SEE MONTEREY. Team Members will be responsible for paying the remaining portion through a voluntary payroll deduction. The HRC will advise you of the specific costs for coverage and other coverage details.

## **B. Paid Time Off (PTO)**

SEE MONTEREY provides Paid Time Off (PTO) benefits to all Team Members who work for 30 or more days within a year from the beginning of their employment. Team Members begin PTO accrual upon hire and may request to use accrued PTO as it is earned. The amount of PTO Full-time Team Members may earn each year increases with the length of employment as follows:

Years of Eligible Service:	PTO Earned in One Year
0-1 years	10 Days (80 Hours)
2-5 years	15 Days (120 Hours)
6 years and thereafter	20 Days (160 Hours)

The amount of PTO Part-time Team Members earn is at a rate of one (1) hour for every thirty (30) hours worked, accruing a maximum of twenty-four (24) hours within any anniversary year.

The length of eligible service is calculated on the basis of an anniversary year. This is the 12-month period that begins when the Team Member starts to earn PTO. A Team Member's benefit year may be extended for any significant leave of absence at the SEE MONTEREY's discretion.

PTO benefits may be used in minimum increments of one (1) hour for non-exempt Team Members and four (4) hours for exempt Team Members.

When scheduling PTO, requests are expected to be made in advance through the time keeping system. PTO requests are subject to approval based on business needs. When requesting scheduled PTO, Team Members will have priority for their chosen dates in order of their request submission date and their time in service. Team Members may request changes to their approved PTO as the year progresses based on their available earned and unused PTO at the time. Changes are subject to approval based on business needs. PTO benefits are not earned (accrued) during leaves of absence. If PTO is used for illness/injury, the following applies:

- Team Members will be expected to follow reporting procedures outlined in the Attendance policy; and
- A certificate from a health care provider may be requested for absences of three or more days and/or to medically release you to return to work

- PTO will be calculated at the number of work hours scheduled for each day the team member is absent

Team Members who are unable to report to work due to illness or injury are expected to notify their direct supervisor and the HRC before the scheduled start of their workday. Team Members who call off work due to illness or injury are expected to either speak directly with their supervisor or ensure that their supervisor has received the message. Merely leaving a message without receiving confirmation that the direct supervisor, the President and CEO or HRC received the message is insufficient notice of an absence and is therefore unexcused. Team Members are expected to contact their direct supervisor on each additional day of absence. If the Team Member fails to comply with the absence notification policy, SEE MONTEREY may assume that the Team Member has voluntarily resigned and abandoned his or her position.

Team Members are encouraged to use available PTO for rest, relaxation, and personal pursuits. Unused PTO may be carried forward to the next year; however, the maximum accrued PTO benefit that a Full-time Team Member may have at any one time is twenty (20) days (160 hours). The maximum accrued PTO benefit that a Part-time Team Member may have at any one time is six (6) days (48 hours). If the earned but unused PTO reaches this maximum amount, future accrual will stop and the PTO balance will remain capped until the Team Member uses PTO and brings the available amount below the cap.

Team Members are not entitled to receive paid PTO money in lieu of time off. Upon separation of employment, Team Members will be paid for all unused PTO earned through the last day of work based on the defined earning schedule. When an SEE MONTEREY holiday falls within one's scheduled PTO and the Team Member is eligible to be paid for the holiday, the holiday will not be counted as a PTO day taken. Team Members shall apply accrued and unused PTO before taking unpaid leave, or having unpaid absences. Family and Medical Leave (under both state and federal law) is included in this policy.

If Team Members are absent for a reason that qualifies them for Paid Family Leave (PFL) payments, they are to first use any accrued and unused PTO, up to a maximum of two (2) weeks within a 12-month period. PFL benefits do not replace all usual wages. PFL benefits will be supplemented with any accrued and unused PTO.

Team Members who are absent because of their own disability may be eligible for State Disability Insurance (SDI) benefits. SDI payments do not begin until after the Team Member has been absent from work for seven (7) calendar days. If the Team Member has accrued unused PTO, it will be applied for the first five (5) days before SDI payments begin. SDI benefits do not replace all usual wages. SDI benefits will be supplemented with any accrued and unused PTO.

### **C. Paid Holidays**

SEE MONTEREY has regularly scheduled paid holidays. The HRC will issue a schedule of these holidays and the dates on which they will be observed by the beginning of each new calendar year. In order to be eligible for paid holidays, Team Members should (i) be a Full-Time Team Member, and (ii) have worked a full day on the workday immediately preceding and immediately following the regularly scheduled holiday unless on vacation, approved leave, or had the written approval of their supervisor.

Team Members will be paid their regular hourly rate for the number of hours that they would have normally worked on the holiday in question. Non-exempt Team Members who are scheduled to work on a paid scheduled holiday, with advance prior approval from the President



and CEO, will receive time and a half pay or double time (depending on the number of hours worked that day/week) for hours actually worked on the holiday or may, at the President and CEO's discretion, be provided with an alternate day off work with pay during the same work week.

SEE MONTEREY also provides paid Floating Holidays to Full-Time Team Members each calendar year that have completed three (3) months of employment. In order to be eligible for pay for the floating holidays, the Team Member needs to have previously requested the scheduled and approved day off by the supervisor. Floating Holidays are to be taken within the calendar year and may not be carried over to subsequent years. Floating Holiday days are not to be broken into hours but are to be taken as a full day off.

For Non-Exempt Team Members who timely choose the alternative work schedule, the short work day in that schedule will not be assigned to the paid holiday, so that the holiday will be paid for nine (9) hours.

#### **D. Professional Development**

Team Members may request or be expected to attend training programs, seminars, conferences, lectures, meetings, or other outside activities for the benefit of SEE MONTEREY or the individual Team Members. Attendance at such activities, whether expected by SEE MONTEREY or requested by individual Team Members, will have the approval of the President and CEO.

#### **E. Retirement Savings Plan**

SEE MONTEREY has a savings plan that all team members may participate in. Team members may make elective deferrals upon hire date. SEE MONTEREY provides a matching contribution. The HRC will advise you on the plan and contribution details.

#### **F. Social Responsibility Program**

Making a positive impact through charitable giving and volunteering is extremely rewarding and SEE MONTEREY supports team members in this effort. Furthermore, SEE MONTEREY's culture promotes integrity, openness, value, diversity and is responsive to the views of stakeholders.

Full Time team members who have worked at least three (3) months are eligible to receive up to sixteen (16) hours of paid SRP time off in each calendar year. This time is not paid out upon separation of employment. When scheduling SRP time off, requests are expected to be made in advance through the time keeping system including a full description of the requested activity. CSR requests are subject to approval based on business needs.

### ***LEAVES OF ABSENCE***

Team Members needing to be absent from work for three days or more due to an emergency or valid personal reason, are expected to obtain written authorization from their supervisor or the HRC before the absence. Leaves of Absence include Family and Medical Leave, Leaves for Occupational Disability, Family Care Leave, and personal leaves for death in the immediate family (husband, wife, child, mother, father, brother, or sister) or for other emergencies that may be approved by their supervisor.

The following rules apply to all types of Leaves of Absence, unless otherwise stated below. Leaves of Absence may be granted by requesting and receiving approval of the Team Member's supervisor. Team Members do not earn pay or benefits while on Leave of Absence. Leaves of Absence for three days or less may be either in writing or oral at the option of the supervisor. On the Leave of Absence request, you state the reason for your absence, and when you propose to return to work, and present it to your supervisor for their signature before you begin your absence. Your supervisor may change the period of absence that you have requested, or specify conditions to your return. The maximum length of leave for most Leaves of Absence is four months. Team Members who accept other employment during the approved leave and/or fail to report to work promptly at the expiration of the approved leave period may be considered to have resigned from SEE MONTEREY. In addition to these general rules for Leaves of Absence, the rules for specific types of Leaves of Absence are set forth below.

### **A. Personal Leave of Absence**

SEE MONTEREY may provide a leave of absence without pay to Team Members who wish to take time off from work duties to fulfill personal obligations. Full-time Team Members are eligible to request personal leave as described in this policy. Team members may request personal leave only after having completed one year of continuous employment based upon work, time of year (work load) and the personal leave request situation, with final decisions, when discrepancy exists, to be made by the President and CEO. Requests for personal leave will be evaluated based on a number of factors, including amount of time off requested, amount of time already taken, anticipated workload expectations and staffing considerations during the proposed period of absence. Personal leave may be granted for a period of up to 30 calendar days in any 12-month period. If this initial period of absence proves insufficient, consideration will be given to a written request for a single extension of no more than 30 calendar days.

When a personal leave ends, every reasonable effort will be made to return the Team Member to the same position, if it is available, or to a similar available position for which the Team Member is qualified. However, SEE MONTEREY cannot guarantee reinstatement.

### **B. Family and Medical Leave**

Beginning January 1, 2021, SEE MONTEREY will provide family and medical leave to its eligible Team Members in accordance with the California Family Rights Act (CFRA).

#### **Employee Eligibility**

Team Members with at least 12 months of employment at SEE MONTEREY and at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave may be eligible for a total of 12 workweeks of unpaid family or medical leave during the applicable 12-month period. The applicable 12-month period is a "rolling" 12-month period measured backward from the date a Team Member uses leave under CFRA.

#### **Use of Leave**

Leave under this policy may be taken for one or more of the following reasons:

- The birth of a child of the employee or the placement of a child with an Employee in connection with the adoption or foster care of the child by the employee;
- To care for a child, parent, parent in-law, grandparent, grandchild, sibling, spouse, or domestic partner who has a serious health condition;

- Because of an employee's own serious health condition that makes the employee unable to perform the functions of the position of that Employee, except for leave taken for disability on account of pregnancy, childbirth, or related medical conditions; or
- Because of a qualifying exigency related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States.

A Team Member does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Team Members must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt SEE MONTEREY's operations. In any case in which both parents of a child are employed by SEE MONTEREY and are eligible for CFRA leave, they are both entitled to a total of 12 weeks individually for such leave.

### **Notification**

Team Members must notify SEE MONTEREY, in writing, 30 days in advance of their need for CFRA leave, if the leave is foreseeable. In unexpected or unforeseeable situations, the Team Member should provide as much notice as is practicable, such as verbal notice within 1 or 2 business days of when the need for leave becomes known. Failure to provide advance notice when possible may cause delay of the leave request for a period up to 30 days. In all cases of intermittent leave, Team Members are required to provide 30 days' advance notice of the need for leave if the leave is foreseeable. If 30 days' notice is not possible, the Team Member is required to give notice as soon as practicable, which ordinarily means at least verbal notification to SEE MONTEREY within 1 or 2 days of when the need for leave becomes known to the Team Member. The Team Member is also required to inform SEE MONTEREY as soon as practicable if the dates of scheduled leave change. If the Team Member's need for leave is foreseeable due to a planned medical treatment or supervision, the Team Member shall make a reasonable effort to schedule the treatment or supervision to avoid disruption to SEE MONTEREY's operations, subject to the approval of the health care provider of the individual requiring the treatment or supervision.

Team Members must provide sufficient information for SEE MONTEREY to determine if the leave may qualify for CFRA protection and the anticipated timing and duration of the leave, but need not identify the nature of the serious health condition involved. Sufficient information may include that the Team Member is unable to perform job functions, the family member is unable to perform daily activities, or the need for hospitalization or continuing treatment by a health care provider. Team Members also must inform SEE MONTEREY if the requested leave is for a reason for which CFRA leave was previously taken or certified.

SEE MONTEREY will inform Team Members requesting leave whether they are eligible under CFRA. If they are, the notice must specify any additional information required as well as the Team Member's rights and responsibilities. If the Team Member is not eligible, SEE MONTEREY will provide a reason for the ineligibility. Additionally, SEE MONTEREY will inform Team Members if leave will be designated as CFRA and the amount of leave counted against the Team Member's leave entitlement. If SEE MONTEREY determines that the leave is not CFRA, SEE MONTEREY will notify the Team Member.

### **Medical Certifications**

Any request for medical leave for a Team Member's own serious health condition, for family care

leave to care for a child, parent, parent in-law, grandparent, grandchild, sibling, spouse, or domestic partner with a serious health condition or for a serious injury must be supported by medical certification from a health care provider.

The medical certification for a leave to care for a child, parent, parent in-law, grandparent, grandchild, sibling, spouse, or domestic partner who has a serious health condition must include all of the following:

- The date on which the serious health condition commenced;
- The probable duration of the condition;
- An estimate of the amount of time that the health care provider believes the Team Member needs to care for the individual requiring the care; and
- A statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.

Upon expiration of the time estimated by the health care provider regarding the probable duration of the family member's condition, the Team Member must obtain recertification if additional leave is required. The medical certification for leave for the Team Member's own serious health condition must include all of the following:

- The date on which the serious health condition commenced;
- The probable duration of the condition; and
- A statement that, due to the serious health condition, the Team Member is unable to perform the function of the Team Member's position.

Where permitted by law, if SEE MONTEREY has a good faith objective reason to doubt the validity of the medical certification provided by the Team Member for the Team Member's own health condition, SEE MONTEREY may require the Team Member to obtain a second opinion from a health care provider selected by SEE MONTEREY at SEE MONTEREY's expense. If the Team Member's health care provider providing the original certification and the health care provider providing the second opinion do not agree, SEE MONTEREY may require a third opinion, also at SEE MONTEREY's expense, performed by a mutually agreeable health care provider who will make a final determination.

SEE MONTEREY may require that the Team Member obtain subsequent recertification regarding the Team Member's serious health condition on a reasonable basis if additional leave is required.

### **Compensation and Benefits During Leave**

CFRA leave is unpaid. SEE MONTEREY requires Team Members who are not receiving wage replacement benefits to use accrued paid sick leave while taking CFRA leave for the Team Member's own serious health condition or to provide medically necessary care for the Team Member's family member who has a serious health condition. In order to use paid leave for CFRA leave, Team Members must comply with SEE MONTEREY's normal paid leave policies contained in the Handbook. If the Team Member substitutes paid leave for the unpaid leave, such payments will be deducted from the Team Member's pay through the regular payroll deductions. All other benefits will be governed in accordance with the terms of each benefit plan and are the sole responsibility of the Team Member.

During a Team Member's CFRA leave, SEE MONTEREY will continue to pay for the Team Member's participation in SEE MONTEREY's insurance benefits at the same level and under the same circumstances that coverage would have been provided if the Team Member had continued

to work in the Team Members position for the duration of the CFRA leave. The Team Member must continue to pay the Team Member's share of the health plan premiums during the CFRA leave.

If the Team Member fails to return from the leave at the expiration of the leave period for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the Team Member to leave under CFRA, SEE MONTEREY may recover any health plan premiums paid by SEE MONTEREY on the Team Member's behalf during any periods of the leave. Certain benefits will not continue to accrue during unpaid portions of the CFRA leave.

CFRA leave shall not constitute a break in service for seniority-related benefits. Use of CFRA leave will not result in the loss of any employment benefit that accrued prior to the start of an Team Member's leave.

To supplement Team Member's income during a CFRA leave of absence, Team Members may be eligible for paid leave under either the State Disability Insurance or Paid Family Leave Insurance, which they must arrange directly with the state EDD office.

### **Return to Work/Reinstatement**

Before returning to work from a CFRA leave of absence due to the Team Member's own serious health condition, the Team Member must provide a written release signed by the Team Member's health care provider that the Team Member is able to return to work and is able to perform the essential functions of that Team Member's job, with or without reasonable accommodation. Team Members will be guaranteed reinstatement to the same or a comparable position upon timely return from CFRA leave.

If the Team Member's total period of leave does not exceed 12 weeks, the Team Members will be reinstated to the Team Member's former position or a comparable position with comparable pay, benefits, status, and authority in accordance with legal requirements. The Team Member's right to reinstatement under CFRA terminates upon expiration of the 12-week CFRA.

### **No Retaliation**

SEE MONTEREY will not deny a Team Member the right to take CFRA leave or discharge, threaten to discharge, demote, suspend, or in any manner discriminate against a Team Member for taking CFRA leave exercising or attempting to exercise the rights provided by CFRA.

### **C. Pregnancy Disability Leave (PDL)**

SEE MONTEREY will provide an unpaid disability leave of absence due to pregnancy, childbirth or a pregnancy-related disability.

All requests for pregnancy-related disability leave of absence (or extension) should be submitted on a Leave of Absence Request for approval. If the need for the leave is foreseeable, as it is in regard to childbirth, the Team Member is expected to provide at least thirty (30) days advance notice. A Team Member's request for pregnancy-related disability leave of absence should include a Medical Certification form which may be obtained from the HRC. Absent extenuating circumstances, failure to provide the complete Medical Certification form within fifteen (15) days of the request for leave may result in denial of leave and any time off might be deemed an unexcused absence.

Pregnancy-related disability leave may be taken intermittently or on a reduced schedule. However, if intermittent leave or reduced schedule is requested, the Team Member may be temporarily transferred to an alternative position with equivalent pay and benefits. Doctor appointments, intermittent leave or reduced schedules should be scheduled in a manner, which will minimize disruption of operations.

The pregnancy-related disability leave of absence will be for the period of disability up to a maximum of four (4) months or 88 days. At the conclusion of pregnancy-related disability or at the end of a four-month or 88 days pregnancy-related disability leave, whichever occurs first, the Team Member may request to take New Parent Leave to care for and or bond with a child.

Any accrued PTO is expected to be utilized during a pregnancy-related disability leave of absence. However, when a Team Member becomes disabled, he or she may apply for State Disability Insurance (SDI) benefits. State law provides for payment of SDI benefits during the period of pregnancy-related disability. SDI forms are available from the health care provider or the local Employment Development Department. Any SDI that is received will be integrated with the accrued paid time off used, so that the Team Member does not receive over 100% of their regular pay; therefore it is in the Team Member's best interest to apply for SDI as soon as possible. For further information about SDI, consult with the HRC. A Team Member returning from a pregnancy disability leave has no greater right to reinstatement than if the Team Member had been continuously employed.

Team Members on pregnancy disability leave may continue to participate in group health insurance coverage for up to a maximum of four months of pregnancy disability leave (if such insurance was provided before the leave was taken) at the level and under the conditions that coverage would have been provided if the Team Member had continued in employment continuously for the duration of the leave.

When a Team Member is able to return to work from pregnancy disability, they should give SEE MONTEREY at least two (2) weeks' notice. This is important so that the return to work is properly scheduled. Upon return, a doctor's certification stating the Team Member is physically able to return to their normal duties may be requested by SEE MONTEREY.

Upon submission of a medical certification that a Team Member is able to return to work from a pregnancy disability leave, a Team Member may be reinstated to the same position held at the time the leave began or to an equivalent position, if available.

A Team Member's failure to timely return from Pregnancy-Disability leave without seeking any further accommodation, or the failure to contact the HRC within 3 days after the scheduled date of return, will be considered a voluntary resignation of the Team Member's employment with SEE MONTEREY.

#### **D. Occupational Disability Leave**

Team Members who are injured at work may be given a leave of absence until:

1. A recognized medical professional certifies that the Team Member is allowed to resume all of the duties of his or her former position;
2. The condition is permanent and the Team Member is unable to come back to work in your position with or without reasonable accommodations; or

3. The Team Member resigns, quits or otherwise indicates that he or she is not going to return to the job.

While on medical leave for Occupational Disability, Team Members will not earn or accrue pay or benefits other than those available under the workers' compensation insurance.

SEE MONTEREY needs to know how long the Team Member will be out on disability to properly facilitate staffing needs. Team Members should keep their supervisor and/or the HRC informed about their return dates as that may change from time to time. If we do not hear from the Team Member after he or she is released to return to work, or after the date that we have been told that the Team Member would return to work, we will assume that the Team Member has voluntarily resigned the position and terminated employment with SEE MONTEREY.

#### **E. Parent School Involvement Leave**

Team Members, who are parents, stepparents, foster parents or care givers, with one or more children in pre-kindergarten, kindergarten or in grade 1 through 12, may take time off, up to eight (8) hours per month, to attend authorized school activities, to find a school or a licensed child care provider, to enroll or re-enroll a child and to address child care provider or school emergencies. To be eligible for Parent School Involvement Leave, the Team Member should obtain written verification that they attended or participated in the school activity from the school.

Team Members are to use any accrued unused PTO when using Parent School Involvement Leave. If the team member does not have any accrued unused PTO, the time off will be unpaid. For scheduling purposes, Team Members should notify their supervisor at least (1) week before the date of the school activity (if known), so that work duties may be discussed.

#### **F. School Discipline Leave**

Team Members who are parents or guardians of a child that is actually living with them or that are a grandparent who is the care giver of a grandchild are eligible for school-discipline leave. The Team Member should have received a written notice from the school requesting his or her attendance at a conference. School-discipline leave is not available to Team Members who voluntarily consult with school administrators regarding a child's/grandchild's performance in school.

SEE MONTEREY may expect the Team Member to provide a copy of the notice received from the school, prior to granting school-discipline leave, and may expect documentation from the school as proof that the visit took place. SEE MONTEREY may ask the Team Member to briefly reschedule the conference if the Team Member's attendance at work is essential at the time originally scheduled. There is no limit to how frequently Team Members may be provided school-discipline leave. Team Members are to use PTO during school-discipline leave. If a Team Member does not have any accrued unused PTO available, the Team Member may take unpaid time off.

#### **G. Bereavement Leave**

SEE MONTEREY provides Full-time Team Members with paid time off in the event of a death in their family. For the purpose of this policy, the Team Member's family is defined by the team member.

In the event of a death in the family, Team Members should immediately notify their supervisor of requested bereavement leave. In the event that the supervisor is not available, Team Members should contact the HRC so that the requested time off may be discussed and arranged.

Team Members will be approved for up to five (5) days bereavement leave with pay. Team Members are to use any accrued unused PTO when approved for additional time off. If the Team Member does not have any accrued unused PTO, the approved additional time off will be unpaid. Additional time off may be approved at the discretion of the President and CEO.

SEE MONTEREY may request a copy of a death certificate for any bereavement leave approved.

## **H. Military Leave**

SEE MONTEREY encourages Team Members to participate in our nation's military reserves, specifically National Guard and Reservist training. In order to promote such service, SEE MONTEREY provides Military Leave benefits to all full-time Team Members who have successfully completed at least one (1) year of continuous full-time service.

If a Team Member is a member of a Reserve or National Guard Unit and is required to perform drills, or other training, he or she will receive pay up to two (2) weeks off of work per year. Team members will be paid for up to eight (8) hours per workday missed, up to a maximum of forty (40) hours per week, at their regular rate of pay. If a Team Member is called to active duty beyond two (2) weeks, they will be provided with a leave of absence without pay.

When a Team Member returns from a military leave of absence, SEE MONTEREY will reinstate the Team Member's former position or a similar one of like status and pay in accordance with federal and state law, unless SEE MONTEREY's circumstances have so changed as to make it unreasonable or impossible to do so. The Team Member's coverage under SEE MONTEREY's group health insurance plans will cease at the end of the month in which he or she begin a military leave of absence, unless the Team Member assumes the cost of coverage under COBRA.

When a Team Member is on Military Leave, any paid time included in the military leave and PTO cannot occur at the same time.

## **I. Military Spouse Leave**

Team Members who work more than 20 hours per week and have a spouse in the Armed Forces, National Guard or Reserves who have been deployed during a period of military conflict are eligible for up to 10 unpaid days off when their spouse is on leave from (not returning from) military deployment. Team Members need to request this leave in writing to the HRC within two business days of receiving official notice that their spouse will be on leave. Team Members requesting this leave may be asked to attach to the leave request written documentation certifying the spouse will be on leave from deployment.

## **J. Domestic Violence, Sexual Assault and Stalking Treatment Leave**

Team Members who are victims of domestic violence, sexual assault and/or stalking are eligible for unpaid leave for any of the following:

- To obtain or attempt to obtain any relief, including a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child;



- To seek medical attention for injuries caused by domestic violence, sexual assault and/or stalking;
- To obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault and/or stalking;
- To obtain psychological counseling related to experiencing domestic violence, sexual assault and/or stalking;
- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault and/or stalking crimes, including temporary or permanent relocation.

Team Members should provide notice and certification of the need to take leave under this policy. Certification may be sufficiently provided by any of the following:

- A police report indicating that the Team Member was a victim of domestic violence, sexual assault and/or stalking;
- A court order protecting or separating the Team Member from the perpetrator of an act of domestic violence, sexual assault and/or stalking, or other evidence from the court or prosecuting attorney that the Team Member appeared in court;
- A court order or other evidence from the court or prosecuting attorney that the employee appeared in court; or
- Documentation from a medical professional, domestic violence, sexual assault and/or stalking victim advocate, health-care provider, or counselor that the Team Member was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence, sexual assault and/or stalking.

SEE MONTEREY will, to the extent allowed by law, maintain the confidentiality of Team Members requesting leave under this provision. A Team Member may opt to use accrued PTO or Family and Medical leave when time off is needed for the above purpose.

### **K. Victims of Crime Leave**

A Team Member who is a victim, or who is the family member of a victim, of a violent felony or serious felony may take time off from work in order to attend judicial proceedings involving a post-arrest release decision, plea, sentencing, post-conviction release decision, or any proceeding in which a right of the victim is at issue and under the following circumstances:

- The crime was a violent or serious felony, as defined by law; and
- The Team Member is the victim of a crime, or an immediate family member of a victim, a domestic partner of a victim, or the child of a domestic partner of a victim.

An immediate family member is defined as: a spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father or stepfather.

Before you are absent for such a reason, you should provide documentation of the scheduled proceeding to the HRC. Such notice is typically given to the victim of the crime by a court or government agency, a district attorney or prosecuting attorney's office or a victim/witness office.

If advance notice is not possible, it is necessary to provide appropriate documentation within a reasonable time after the absence.

Any absence from work to attend judicial proceedings is an unpaid leave, unless the Team Member elects to use accrued unused PTO.

No Team Member will be discharged, retaliated against or in any manner discriminated against because of an absence taken by this law.

#### **L. Jury Duty**

SEE MONTEREY supports Team Members' civic duty to serve on a jury panel if called. All Team Members will be granted up to five (5) paid days off (up to 40 hours) to fulfill jury duty obligations. For non-exempt team members, the amount of time paid will be equal to the regularly scheduled amount of work time missed. If a team member is called to serve longer than five (5) days, a temporary unpaid leave of absence will be granted. Team members are to provide a copy of the jury summons to the HRC as soon as they receive it. Team Members are expected to report to work during hours or days that the Team Member is not required in court.

#### **M. Other Leaves Of Absence**

Team Members will be granted an unpaid leave of absence as allowable by law for the purpose of fulfilling any required legal or military obligation (for example, appearance as a witness in a legal proceeding, leaves related to bone marrow or organ donation, or performance of emergency duty by a volunteer firefighter). Team Members need to provide reasonable advance notice of any need for such leave and are expected to return to work each day or portion of the day that they are not fulfilling such obligations.

### **SAFETY AND SECURITY**

SEE MONTEREY maintains an Injury and Illness Prevention Program. Team Members may review it in the office of the HRC. In this section, we present some basic elements of our Safety Policy.

#### **A. Accident Reporting**

SEE MONTEREY believes in the dignity of our Team Members and their right to be safe at their workplace. Because of this belief, all job related accidents and injuries, no matter how minor, should be reported immediately to your supervisor and the HRC. By promptly reporting any accidents or illnesses, SEE MONTEREY will be able to quickly identify and resolve potential safety problems. Team members may be asked to complete a Team Member's Report of Injury and/or a Team Member's Claim Form, which is used to file a claim with the workers' compensation insurance carrier.

It is the policy of SEE MONTEREY to carry out a thorough program of accident investigation. The primary goal of the accident investigation is the prevention of future similar accidents through the use of knowledge derived from the investigation. Additionally, the investigation will be used to prepare reports required by State and Federal law as well as the workers' compensation insurance carrier.

#### **B. Workplace Violence**

SEE MONTEREY maintains a **zero tolerance policy** for workplace violence. Threats of violence, bodily harm or physical intimidation by Team Members will not be tolerated. In instances where this type of behavior is exhibited, SEE MONTEREY reserves the right to request an evaluation by a mental health professional to determine fitness for duty. This policy is intended to comply with existing legal provisions requiring employers to provide a safe workplace; it is not intended to create any obligations beyond those required by existing law.

Workplace violence is any intentional conduct that is sufficiently severe, offensive, or intimidating to cause an individual reasonable fear for his or her personal safety or the safety of

his or her family, friends, and/or property such that Team Member conditions are altered or a hostile, abusive or intimidating work environment is created for one or several SEE MONTEREY Team Members. Workplace violence may involve any threats or acts of violence occurring on SEE MONTEREY premises, regardless of the relationship between SEE MONTEREY and the parties involved in the incident. It also includes threats or acts of violence that affect the business interest of SEE MONTEREY or that involve Team Members, agents, or individuals acting as a representative of SEE MONTEREY, whether as victims of or active participants. Any person who engages in a threat or violent action on SEE MONTEREY property may be removed from the premises as quickly as safety permits and may be asked, at SEE MONTEREY's discretion, to remain off SEE MONTEREY premises pending the outcome of an investigation of the incident.

When threats are made or acts of violence are committed by Team Members, a judgment will be made by SEE MONTEREY as to what actions are appropriate, including possible medical evaluation and/or possible disciplinary action, up to and including termination of employment. Once a threat has been substantiated SEE MONTEREY's may put the threat-maker on notice that he/she will be held accountable for his/her actions and then implement a decisive and appropriate response. A decision may be needed to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing. No existing policy or procedure of SEE MONTEREY should be interpreted in a manner that prevents the making of these necessary decisions. SEE MONTEREY will make the sole determination of whether, or to what extent, threats or acts of violence will be acted upon by SEE MONTEREY. In making this determination, SEE MONTEREY may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred. No provision of this policy shall alter the at-will nature of employment at SEE MONTEREY.

## **SEPARATIONS OF EMPLOYMENT**

Each separation is a unique situation requiring individualized attention. Therefore, it is impossible to set forth a standard procedure for all separations. Accordingly, this section is designed to provide a general description of separation procedures at SEE MONTEREY. It does not alter our employment-at-will relationship, nor does it create an express or implied contract between employees of SEE MONTEREY for a specified period of employment. All SEE MONTEREY property, including this handbook, keys, files, identification badges, are to be returned immediately upon separation of employment.

### **Employee Resignation**

Team Members are free to resign their position at any time, with or without cause, and with or without notice. Team Members should submit notice of resignation in writing. Whenever possible, Team Members are asked to provide at least two weeks' notice prior to leaving SEE MONTEREY. Upon receipt of a Team Member's resignation, SEE MONTEREY reserves the right to release them from duties at any time prior to their official resignation date. The Team Member will receive their final paycheck and any accrued and unused PTO per California labor laws.

### **SEE MONTEREY-Initiated Separation**

SEE MONTEREY may elect to terminate its employment relationship with an employee at its discretion, with or without prior notice. SEE MONTEREY may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to, and including, separation of employment. Team Members will receive their final paycheck and any accrued and unused PTO immediately on separation initiated by SEE MONTEREY.

## **Voluntary Separation**

An employee who fails to report to work for three (3) consecutively scheduled workdays without notice to, or approval by, the supervisor, will be deemed to have voluntarily separated employment with SEE MONTEREY.

## **Employment Inquiries**

From time to time, SEE MONTEREY may receive inquiries from businesses or organizations regarding the status of a Team Member's employment. All such inquiries are to be directed to the HRC. The Team Member's supervisor has no authority to release any employment information to outside sources. The HRC will respond to validated employment inquiries with the dates of employment, salary and job title of the team member unless permission has been granted in writing by the team member to discuss other aspects of employment including attendance record and performance.

## **Right to Revise**

This handbook contains the policies and practices of SEE MONTEREY in effect at the time of publication. All previously issued handbooks and inconsistent policies, practices, and procedures, whether oral or written are superseded. With the exception of employment at-will, terms and conditions of employment with SEE MONTEREY may be modified at the sole discretion of SEE MONTEREY, with or without notice at any time. No one has the authority to make any verbal statements or representations of any kind at any time that are legally binding on SEE MONTEREY. No implied contract concerning any employment-related decision or term or condition of employment can be established by any other statement, conduct policy, or practice.