

PACIFICA

EMPLOYEE HANDBOOK

1996

PACIFICA
RADIO WITH VISION
SINCE 1949

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GENERAL POLICIES

EQUAL EMPLOYMENT/DIVERSITY

Pacifica is committed to equal employment opportunity. It is the policy of Pacifica to recruit, hire and promote persons in all job classifications, without regard to race, color, religion, sex, sexual orientation, age, physical disability, medical condition, ancestry or national origin.

NON DISCRIMINATION/AFFIRMATIVE ACTION

Pacifica is committed to affirmative action. We will not tolerate discrimination based on race, color, religion, sex, sexual orientation, creed, age, physical disabilities, medical condition, ancestry, national origin, union membership or political beliefs. It is Pacifica's intention to have people of color and women at all levels of Pacifica employment, to promote programs which support this policy, and to make decisions on employment and promotion to further the principle of equal employment opportunity. Pacifica has an affirmative action plan on file in the National Office. Overall responsibility for affirmative action planning and implementation is assigned to the Executive Director. The Executive Director or designate, and the Pacifica Personnel Committee review the plan.

EMPLOYEES WITH DISABILITIES – AMERICANS WITH DISABILITIES ACT (ADA)

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

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

SEXUAL HARASSMENT

Pacifica will not tolerate or condone sexual harassment in the workplace. Employees are responsible for knowing the definition of sexual harassment and the steps to be taken if they encounter sexual harassment at Pacifica. Sexual harassment includes unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when it is (1) an employment condition, (2) an employment consequence, or (3) an offensive job interference. Sexual harassment constitutes an "employment condition" when submission to such conduct is made either explicitly or implicitly a term or condition of employment. Sexual harassment constitutes an

"employment consequence" when submission or rejection of the conduct is used as a basis for employment decisions affecting the employee. Finally, sexual harassment is an "offensive job interference" when the conduct has the purpose or effect of unreasonably interfering with an employee's work performance, or creating an intimidating, hostile or offensive working environment.

Incidents of sexual or other unlawful harassment should be promptly reported verbally and in writing to the employee's supervisor and the Unit Manager. If the supervisor or Unit Manager is unavailable or if it would be inappropriate to contact either person, the employee should contact the Executive Director. Employees can raise concerns and make reports without fear of reprisal.

EMPLOYMENT RELATIONSHIP

Notwithstanding other written employment agreements, Pacifica does not guarantee employment for any particular period of time nor continued compensation at any given level, nor continuation of any particular benefit, nor continuation of any particular practice, policy or procedure set forth in this document. This handbook or any other communication either written or oral, made at the time of hire or during the course of employment, is not intended in any way to create a promise of continued employment.

All Pacifica employees are employed at the will of Pacifica for an indefinite period. Employees may resign from Pacifica at any time, for any reason, and may be terminated by Pacifica at any time within state and federal laws.

DRUGS AND ALCOHOL

Employees are required to come to work in an appropriate mental and physical condition to perform their jobs in a satisfactory manner. The illegal use, possession, manufacture or distribution of controlled substances by Pacifica employees in the workplace is prohibited.

It is a condition of employment at Pacifica that employees

abide by this practice. In addition to any legal penalties under federal and state law, employees found to be in violation will be subject to disciplinary action up to and including termination.

Under the Drug-Free Workplace Act, an employee who performs work for a government contract or grant must notify Pacifica of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five days of the conviction.

WEAPONS

Weapons of all kinds are prohibited in the workplace. This policy applies equally to all employees and visitors. Weapons are defined as, but not limited to, the following: firearms, knives, mace, pepper spray, chains, etc.

ANIMALS

With the exception of seeing eye dogs, animals of all kinds are prohibited in the workplace. This policy applies equally to all employees and visitors.

SMOKING

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

HYGIENE/SCENTS

Employees are asked to be sensitive to questions of hygiene. Strong odors that may seem natural to you may be offensive to others. Also please be aware of the needs of people in the workplace who suffer environmental diseases or who are highly sensitive to perfume, after-shave, scented body cream, etc.

PERSONAL APPEARANCE

During business hours, employees are expected to present a clean and neat appearance.

CLEAN WORKSPACE

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

HIRING OF RELATIVES

The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. Additionally, personal conflicts from outside the work environment can be carried into day-to-day working relationships. Relatives of persons currently employed by Pacifica may be hired only if they will not be working directly for or supervising a relative. Pacifica employees will not be transferred into such a reporting relationship.

In other cases where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment.

For the purposes of this policy, a relative is any person who is related by blood or marriage or domestic partnership.

CONFLICTS OF INTEREST

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflict of interest. The purpose of these guidelines is to provide general direction to the employee. For further clarification, employees should contact their Unit Manager.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative, domestic partner, friend or business associate as the result of Pacifica's business dealings.

No "presumption of guilt" is created by the mere existence of a relationship with other firms or organizations. However, if employees have any influence on transactions involving purchases, contracts, leases, grants or broadcast productions, it is imperative that they disclose to their Unit Manager as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result in cases where an employee or relative has a significant ownership or involvement in a firm or organization with which Pacifica does business. Personal gain may also occur as a result of dealings with organizations or individuals. These may include but are not limited to: service vendors or other community, public or commercial broadcast stations. Personal gain may also occur when an employee or relative receives any kickback, bribe, substantial gift (other than promotional items such as CD's or books) of a value of \$25.00 or more, or special considerations as a result of any on-air or off-air dealings involving Pacifica.

OUTSIDE EMPLOYMENT

Employees may hold outside jobs as long as they meet the performance standards of their job with Pacifica. Employees are asked to disclose their outside employment to their supervisor. All employees will be judged by the same performance standards and will be subject to Pacifica's scheduling needs.

If Pacifica determines that an employee's outside work interferes with performance or the ability to meet the requirements of Pacifica as they are modified from time to time, the employee may be asked to terminate the outside employment or the employment with Pacifica.

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals or organizations outside Pacifica for materials produced or services rendered while performing their jobs. Any use of Pacifica facilities that involves income for an employee from an outside source or from another Pacifica unit, must be approved by the Unit Manager in advance.

NON-DISCLOSURE

The protection of confidential business information is vital to the interests and the success of Pacifica. Such confidential information includes, but is not limited to, the following examples: salary, subscriber/donor, listener, audience research, certain financial information, labor relations strategies and personnel

documents, marketing strategies, planning documents, pending projects and proposals.

Employees may be asked to sign a non-disclosure agreement as a condition of employment. Employees who improperly use or disclose confidential information will be subject to disciplinary action, up to and including termination of employment and legal action, even if they do not actually benefit from the disclosed information.

COMMUNITY, PROFESSIONAL ORGANIZATION AND PRESS RELATIONS

When representing Pacifica in an official capacity either at community meetings, professional conferences or with the press, employees have the responsibility to publicly represent the point of view of Pacifica, their station or their unit. Employees attending events on their own time may of course publicly express whatever opinion they wish as long as it is clear (especially if the employee is well known) that the opinion is separate and distinct from Pacifica.

PRESS CONTACT

In the case of controversial situations involving Pacifica units, especially related, but not limited to FCC, legal and legislative issues, all press inquiries should be referred to the Executive Director or Unit Manager.

SAFETY

Pacifica is committed to providing a safe work environment for employees and visitors. The responsibility for safety extends to every individual working for Pacifica. Each employee is expected to follow safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe conditions to their Unit Manager. If a machine breaks down, do not use it until a qualified technician certifies that it is repaired and safe.

Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to discipli-

nary action, up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees must immediately notify the Unit Manager. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

USE OF PHONE AND MAIL SYSTEMS

Personal use of telephones for outgoing long distance calls is not permitted. Employees who violate this policy may be subject to disciplinary action up to and including termination of employment. They will at the very least be required to reimburse Pacifica for any charges resulting from their personal use of the telephone.

The use of Pacifica paid-postage for personal correspondence is not permitted.

Employees will deal with all calls in a professional and courteous manner. Abusive callers should be dealt with in an even handed and calm manner. Threatening calls should be reported to the employee's supervisor or to the Unit Manager.

EQUIPMENT

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

VISITORS IN THE WORKPLACE

All visitors should check in with Reception. Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors. If an unauthorized person is observed on Pacifica premises, employees should immediately notify their supervisor or, if necessary, direct the individual to leave.



EMPLOYMENT

TYPES OF EMPLOYEES

Employees fall into the following two categories as outlined by Federal and State law:

Exempt: Exempt employees include all employees who are classified as exempt from the overtime provisions of the Federal Labor Standards Act and any applicable state laws. Such employees include executive, administrative and professional employees whose jobs meet certain State and Federal guidelines.

Non-Exempt: Non-Exempt employees are entitled to overtime pay for hours worked in excess of 40 hours in a work week, and in California and certain other states, eight hours in a work day. (Such work must be approved in advance.) Such employees include, but are not limited to, most clerical and support workers. Unit managers determine the exempt or non-exempt status of their paid staff.

EMPLOYEE CLASSIFICATIONS AND ELIGIBILITY FOR BENEFITS

Regular Full-Time: Regular Full Time employees are those who are not in a temporary or introductory status and who are regularly scheduled to work Pacifica's full time schedule. A full-

time employee is a person paid to work 40 hours per week - 5 of which are for lunch and breaks. Generally, they are eligible for Pacifica's benefit package, subject to the terms, conditions, and limitations of each benefit program.

Regular Part-Time: Regular Part-Time employees are those who are not in a temporary or introductory status and who are regularly scheduled to work less than 40 hours, but at least 20 hours per week. Salaried part-time employees may be eligible for some benefits based upon regularly scheduled work hours. Any benefits are subject to the terms, conditions and limitations of each benefit program in each Unit. The Unit Manager will inform each Regular Part-Time worker about their benefit package at the time of hire.

Part-Time: Part-Time employees are those who are not assigned to a temporary or introductory status and who are regularly scheduled to work less than 20 hours per week. While they do receive all legally mandated benefits (such as Social Security and workers' compensation insurance), they are ineligible for all other Pacifica benefits.

Introductory: Introductory employees are those whose performance is being evaluated at the beginning of their employment. Employees who satisfactorily complete the introductory six month probation period will be notified of their new employment classification. Employees who do not satisfactorily complete the introductory six month probation period will have this period extended by the Unit Manager or will not be offered further employment. Introductory employees are entitled to benefits after three months of employment.

Intermittent: Intermittent employees are those who are hired as interim replacements, to supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Intermittent employees retain that status unless and until notified of a change. All legally mandated benefits (such as Social Security and workers' compensation insurance) are provided to intermittent employees.

They are not, however, eligible for any of Pacifica's other benefit programs.

Casual: Casual employees are those who have established an employment relationship with Pacifica but who are assigned to work on an intermittent and/or unpredictable basis. While they receive all legally mandated benefits (such as workers' compensation insurance and Social Security), they are ineligible for all of Pacifica's other benefit programs.

INTRODUCTORY PERIOD

All full and part time employees shall be hired with the understanding that their performance will be reviewed within a two week period following 6 months of employment. Pacifica shall make no contractual obligations with any employee for more than this 6 month period until such a review is completed. If an employee's performance is deemed unsatisfactory, s/he may be dismissed during this introductory period without cause. Termination notice shall be in writing. The Unit Manager can extend the probationary period for another six months at his or her discretion.

EVALUATIONS

All staff will be reviewed once a year. The Unit Manager will seek input from representative staff familiar with the employee's work. The review will include progress made on goals and objectives set the year before.

WORKING HOURS

At Pacifica a full workday is eight hours and a full workweek is 40 hours. Employees may take one hour for lunch which is included in the 40 hour workweek. Paid breaks are provided to non-exempt employees as required by law. Normal office hours vary from unit to unit. The Unit Manager has the authority to determine basic work hours. Recommended working hours are 9:00AM-5:00PM. Individual schedules shall be based upon departmental and/or programming needs as determined by supervisors.

Employees may be required to report for work prior to the commencement of normal office hours or to remain after normal hours or during weekends. In considering a request by an employee for an unusual or flexible work schedule, a supervisor shall consider the needs of the organization and the impact of the proposed schedule on the employee's colleagues.

OVERTIME AND TIME OFF

Non-exempt employees may not work overtime without written prior approval of their supervisors. They will be paid for overtime at the rate required by law according to applicable regulations in the state in which they work. All time off is calculated on the basis of an eight-hour workday.

PAYDAY AND TIME KEEPING

Employees are paid twice a month, on the 15th and last day of each month. If a payday falls on a weekend/holiday, the payday will be the preceding business day.

All employees are paid through the final day of the current pay period (15th and last day of the month).

Accurately recorded time is the responsibility of every employee and is mandatory for non-exempt employees. Federal and state law require Pacifica to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties. At the discretion of the Unit Manager, exempt employees may be required to complete a monthly time sheet. All non-exempt employees are required to complete a monthly time sheet. The time sheet must be completed and submitted on the final day of each month. Hours worked are verified by the signature of the employee and Unit Manager or designated staff.

SALARY ADVANCES

Generally Pacifica will not make cash advances on pay to employees for personal reasons. Exceptions shall be approved on a case-by-case basis in the following circumstances: (1) In the case of any employee suffering an unforeseen casualty or a per-

sonal/family medical emergency. (2) In a highly unique situation of personal hardship.

Only regular employees with at least six months service shall be eligible for an advance. The maximum amount of any advance shall not exceed two weeks pay. The cash advance will be deducted from the employees next paycheck. No more than one advance per employee will be authorized in any 12 month period. Advances are approved by the Unit Manager and Pacifica's Controller.

COMPLAINT/RESOLUTION PROCEDURES

Program decisions are not grievable.

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

1. The employee should submit his/her problem or complaint within 2 working days of the incident to the immediate supervisor in writing. If a satisfactory resolution provided in writing is not reached within 5 working days or the matter stems from the actions of the immediate supervisor, the employee may then take the matter up in writing with the supervisor's manager and on up through the Unit Manager.

2. If the problem has not been satisfactorily resolved in writing within 15 working days of the incident through regular supervisory channels, the employee may appeal directly to the Executive Director in writing with a copy to the supervisor and the Unit Manager. The Executive Director will respond in writing within 15 working days. Any decision by the Executive Director will be final.

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

Unit Managers and Confidential Employees

After following the process stated above, Unit Managers and Confidential Employees may appeal in writing to the Executive Committee. The Committee will respond in writing within 20 working days after receiving the complaint. Any decision by the Executive Committee will be final.

Complaints will be handled expeditiously, and unsatisfactory conditions will be rectified promptly. Unit Managers, the Executive Director or the Executive Committee will handle the matter in a timely and confidential manner.

PROGRESSIVE DISCIPLINE

The purpose of the policy is to state Pacifica's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

No disciplinary action may be taken against any employee without just cause and prior approval of the Unit Manager.

It is not possible to list every offense, like unsatisfactory job performance, that will result in discipline, including discharge. However, in order to give guidance, examples of some unacceptable conduct are listed below. Conduct that is not listed, but that is unprofessional, adversely affects, or is detrimental to Pacifica, its employees, donors, or the public at large, may also result in disciplinary action, up to and including immediate termination.

1. Violation of any Company policy, including any of the policies described in this handbook, as revised;
2. Malicious or willful destruction or damage to Pacifica property or to the property of another employee or a visitor;
3. Obtaining employment or employee benefits by giving false or misleading information; falsifying or omitting information on employment documents or records;
4. Dishonesty of any kind in relations with Pacifica, associated organizations or vendors;
5. Insubordination, including improper conduct towards a supervisor or refusal to perform tasks assigned by a supervisor;
6. Fighting or horseplay or any other action that is dangerous to others on Pacifica property;
7. Unauthorized disclosure or use of confidential information about Pacifica and its donors or any trade secrets that

- have been learned through employment with Pacifica;
8. Unauthorized use of Pacifica equipment;
9. Violence or threat of violent actions against an employee, volunteer or visitor.

The following steps shall be used in taking disciplinary action against an employee:

1. An oral reprimand shall be given to the employee by the immediate supervisor.
2. If the immediate supervisor deems an oral reprimand insufficient for the situation, or if an oral reprimand has previously been given, the immediate supervisor shall prepare a letter of reprimand to the employee. A copy of the letter will be forwarded to the Unit Manager, and a copy will be retained in the employee's personnel file.

If a written reprimand has previously been given, severe disciplinary action may be warranted. The Unit Manager, in consultation with the employee's immediate supervisor (if any), may choose to terminate or suspend the staff member with or without pay.

The employee shall be notified in writing of the grounds for the suspension. A copy will be retained in the employee's personnel file.

Any suspension beyond one (1) week, with or without pay, must be reported immediately to the Executive Director.

An employee may appeal the grounds for, or terms of, a suspension or discharge to his or her Unit Manager. Certain extremely unacceptable conduct will result in immediate termination.

TERMINATION

The Executive Director and Unit Managers have the authority to terminate employees within their units.

Employment with Pacifica is considered "terminated" at the end of the last day the employee worked for Pacifica. The end of the employment relationship will normally be under one of the following conditions.

Voluntary Resignation: A resignation is a voluntary termination initiated by the employee. Employees are required to

give Pacifica two weeks written notice of intent to resign.

Layoff: A layoff is a termination by Pacifica based on changing business or economic conditions. The Unit Manager must notify affected staff and the Executive Director in writing as soon as financial problems or other conditions that may cause layoff are apparent. Affected staff must be notified 2 weeks in advance of a cutback to fewer work hours. If payroll can not be made, the Unit Manager must post layoff notices immediately. Layoffs will take place if funds are not available to cover the following payroll.

If conditions change or the position is again available within 6 months, those employees laid off will be reinstated to their former positions whenever possible. Preference for re-hiring will be given, if possible, to those employees with the best performance review ratings. These employees will also be given preference for other open positions within their unit should they meet the necessary qualifications for the positions.

Involuntary Termination Initiated by Pacifica: Pacifica employees are employed "at will," and may be terminated at any time for reasons permissible under law. Reasons for termination include but are not limited to those described under Progressive Discipline. Also employees may be terminated for failure to adequately perform job duties, gross misconduct, insubordination, sabotage, failure to perform work, seriously disrupting the work of others, wrongful use or taking of property of others or of Pacifica, physically assaulting or threatening others, and when an employee has been absent for more than three consecutive days without advising his/her supervisor when he/she intends to return to work and other serious offenses.

Employees must be informed of the potential for termination. The employee will receive one written notice specifying his/her substandard performance from their immediate supervisor or Unit Manager. If after 30 days improvements are not made to the satisfaction of the Unit Manager, the Unit Manager will give notice of termination in writing to the employee. The notice will include documentation of unsatisfactory work, and specify the date of termination.

Termination for misconduct may be initiated by the Unit

Manager in consultation with the employee's immediate supervisor. Termination for misconduct will take place immediately and may be given either orally or in writing. Employees terminated for misconduct will be paid for earned vacation days. Written documentation of the reasons for the termination will be placed in the employee's personnel file.

Employee Benefits Affected by Employment Termination: All accrued vacation that is due and payable at termination will be paid.

OBLIGATION TO KEEP PACIFICA INFORMED

Except with respect to holidays, any employee taking time off for any reason is obligated to obtain the immediate supervisor's approval in writing in advance and let the supervisor know the date the employee will return to work and to keep the supervisor informed of any change in plans in this regard. Any employee who fails to meet this obligation after three consecutive days absence may be deemed to have voluntarily abandoned his or her job and may be terminated.

CONTINUING COVERAGE OF MEDICAL BENEFITS (COBRA)

Upon termination, an employee who has been covered under Pacifica's medical plan may elect to continue medical benefits at his/her own expense, although s/he may not add coverage to any individual who was not previously covered. The individual has the right to continue COBRA coverage for 18 months, and if the individual or a dependent is disabled at the time of termination, coverage can be extended to 29 months. The monthly premium and an administrative fee for COBRA coverage must be paid to Pacifica. If payment is not received in a timely manner, Pacifica has the legal right to discontinue COBRA coverage.

COLLECTIVE BARGAINING

All non-managerial employees, except confidential employees, have the right to organize and be represented by a

collective bargaining agreement. Union contracts shall be negotiated with the Unit Manager or the Executive Director and/or designated person(s). Where there is a specific conflict, union contracts and personal service contracts shall supersede Pacifica Personnel Policies except where such contracts may jeopardize the license or are illegal. Confidential employees may not be members of unions. Confidential employees include, but are not limited to, General Managers, Operations Managers, Development Directors, Program Directors, Business Managers, Bookkeepers, management team members in general and their assistants, and any employee dealing with confidential information.



POLICY ADMINISTRATION

EMPLOYEE INFORMATION

Each employee will receive a copy of the Pacifica Employee Handbook and is required to read the handbook.

PERSONNEL FILES

A file shall be maintained for each employee. The file will include the employee's resume, job description, original offer letter (if applicable), signed and completed In Case of Emergency form, union slip (if applicable), keys and access codes information if applicable, copy of one form of ID, Social Security Card and W2

form and employment eligibility verification (form I-9), note that employee has received the employee handbook, annual evaluation/self-evaluation summaries, and Pacifica employment history, copy of medical, dental, 403(b) and pension plan, doctor notes, work injury notes and other counseling notes. These files shall be kept by each Unit Manager. Some information will also be kept by the Berkeley National Office and the Finance Office.

The personnel files are the property of Pacifica, and access to the information they contain is restricted. Generally only supervisors and management personnel of Pacifica who have a legitimate reason to review information in the files may do so.

Employees who wish to review their own file should contact the Unit Manager or the National Office. With reasonable advance notice, employees may review their own personnel files in Pacifica's offices and in the presence of an individual appointed by Pacifica to maintain the files. Personal and professional reference information is not available for review.

It is the practice of Pacifica in response to inquiries to confirm whether or not a person is employed by Pacifica, to provide the employee's current title, and with respect to former employees, to confirm their dates of employment. The salary, address and telephone number of an employee or former employee will be released only with the written authorization of the employee or former employee.

BENEFITS

Pacifica Travel: Employees who travel on behalf of Pacifica or one of its units, will be provided full salary and benefits while traveling on business. Travel expenses paid by Pacifica include: airfare, train fare or gas mileage, whichever is more cost effective, to be paid at the least expensive fares; employees wishing to travel at higher rates shall reimburse Pacifica for the difference. A minimum per diem allowance of \$35.00 will be provided by the appropriate unit to cover meals, ground transportation, etc. for employees required to travel. Lodging will be provided in moderately priced hotels/motels with the prior approval of the Unit Manager.

week. Compensatory time must be approved in writing, in advance, by the employee's supervisor or Unit Manager. Compensatory time off shall be taken within four months of the time it was earned.

Holidays: Employees shall have the following holidays and paid days off: New Year's Day, Martin Luther King's Birthday, International Women's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and the day after, Christmas Day, and a day of the employee's choice. When one of the above specified holidays falls on a regular day off with pay, the Unit Manager shall schedule a substitute holiday during the same week.

Jury Duty: Employees notified to report for jury duty should promptly advise their Unit Manager. If an employee does not request or is not granted an exemption, s/he will receive paid leave while on jury service for a one week period, less all sums paid him/her by the Court for jury duty. Employees should maintain careful records of fees received for jury duty from the Court. If an employee is called for jury duty and is excused from court during regular working hours, the employee is expected to return to work.

Voting Time: Time off will be allowed at the beginning or end of the work day for employees who do not have sufficient time outside of working hours to vote at any government election. A maximum of two hours may be allowed without loss of pay.

Military Leave: Employees who belong to the Armed Forces Reserves will be granted an unpaid leave of absence for required annual training. Full time employees may apply accrued vacation pay against this unpaid leave. Subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible, health insurance benefits will be provided by Pacifica for the full term of the military leave of absence. Extended Active Duty: Employees called up for extended periods of active duty in the United States Armed Forces will be granted re-employment rights as provided in Federal law, as applicable on the date on which active duty ends.

TRAINING

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

TAX SHELTERED ANNUITY (TSA)

In order for each employee to plan for their retirement needs, a 403 B plan is available for all regular full time and regular part-time employees. A salary contribution of at least \$50 a month from the employee is required. The maximum contribution an employee may make is 20% of compensation. The maximum dollar amount of salary contribution into the plan is approximately \$9,500 per year. Contributions and resulting earnings are 100% tax deferred from Federal and State income taxes until withdrawals are made. Employees must contact their Unit Manager or the National Office for more information on how to participate.

PENSION PLAN

May be available in 1996.

shall be granted up to five days **paid** leave to be taken at the time of the death. This is in addition to available sick time and vacation time.

Family Leave: Consistent with state and federal policy, a regular employee who has been with Pacifica at least one year has the right to take leave totaling up to four work weeks in every twelve month period on account of his/her serious illness or in order to prepare for and care for a newly born or recently adopted child (maternity or paternity leave) or to care for a seriously ill child, parent, spouse, or domestic partner. (California employees are entitled to four months leave for each pregnancy.)

In the case of leave to care for a child, parent, spouse or domestic partner who is ill, the illness must be a serious health condition, or require the care of the employee involved with hospitalization or continuing care by a health care provider. In the case of leave for the employee's illness, it must be a serious health condition that makes the employee unable to perform his/her duties. Pacifica may require certification of the illness by a health care provider.

Maternity Leave: In the case of approved maternity or paternity leave, the employee shall be entitled to ten days paid maternity or paternity leave. In addition, accrued vacation time and, with the agreement of the employee and Pacifica, accrued sick leave, may be used during the leave. A pregnant employee may have the right to take disability leave as well.

Employees anticipating the need for leave shall give their supervisors as much advance notice as possible, at least 30 days advance written notice for foreseeable events and written notice as soon as possible for other events. Upon return to work from an approved maternity, paternity or family illness leave, the employee will be guaranteed employment in the same or comparable position.

Pacifica will maintain group health insurance coverage for an employee on family or medical leave for up to a maximum of twelve work weeks if such insurance was provided before the

leave was taken and on the same terms as if the employee had continued to work. In some instances, Pacifica may recover premiums if it paid to maintain health coverage for an employee who fails to return to work following family or medical leave.

Personal Leave Without Pay: Employees who have worked for Pacifica for one year or more may be eligible for leave without pay. A leave must be requested in writing from their supervisor.

Personal leave may be granted for a period of up to 30 calendar days every two years. If more time is needed, consideration will be given to a written request for a single extension of not more than 30 days. With the supervisor's approval, an employee may take any available sick leave or vacation leave as part of the approved period of leave. In any case, accrued vacation time must be used up before an employee goes on leave without pay.

Subject to terms, conditions, and limitations of the applicable plans, health insurance benefits will be provided by Pacifica until the end of the month in which the approved personal leave begins. At that time, employees will become responsible for the full costs of these benefits if they wish coverage to continue. When the employee returns from personal leave, benefits will again be provided by Pacifica according to the applicable plans.

In considering whether or not to approve a leave without pay, the impact of the employee's absence on the operations of Pacifica will be considered. Requests for leave without pay may be denied.

Compensatory Time:

Exempt Employees: Full time exempt employees shall be entitled to compensatory time for time worked beyond a 40 hour work week. The compensatory time must be approved in writing, in advance, by the employee's supervisor or Unit Manager. Compensatory time shall be earned at the rate of one hour for each hour of overtime worked. Compensatory time off shall be taken within four months of the time it was earned.

Non-Exempt Employees: Full time non-exempt employees shall be entitled to compensatory time as allowed by federal and state laws for each hour worked beyond a 40 hour work

Time Off With Pay:

Vacation: Regular employees may take paid vacation, to the extent of earned vacation time, at times agreed upon with their supervisor. Vacation time is earned according to the following schedule:

Full time: Full time regular employees other than the Executive Director and Unit Managers:

DURING YEARS OF SERVICE	ANNUAL RATE	MONTHLY ACCRUAL RATE	MAXIMUM ACCRUAL
1 & 2	10 days	.83 day	15 days
3 thru 7	15 days	1.25 days	20 days
8 & over	20 days	1.66 days	25 days

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

Vacation days are expected to be taken in a timely manner. If the total amount of unused vacation time reaches a "cap" equal to the maximum accrual schedule above, further vacation accrual will stop. Employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. In the event that available vacation time is not used by the end of benefit year, employees may carry over unused time to the next benefit year. A benefit year begins the day the employee begins work, but will be adjusted to begin on January 1 by the Unit or General Manager to bring all employees onto the same schedule. When the employee uses paid vacation time and brings the available amount below the cap, vacation accrual will

begin again.

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

If a holiday occurs during an employee's approved vacation period, equivalent time off will be provided.

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

Health Leave: Full time employees earn a day of health leave for each month worked. Health leave is accrued by benefit year which begins on the date of hire. The benefit year will be adjusted to begin on January 1 to bring all employees onto the same schedule by the General or Unit Manager. An employee may earn and use up to 12 health leave days in a year. Days not taken in a benefit year are not carried forward into the next year. Health days may be accumulated, but no more than five (5) consecutive days may be taken without prior management approval or medical documentation of the illness. Upon termination, employees shall not be paid for accumulated health leave days not taken.

Part-time employees may take up to one hour paid health leave for each 20 hours worked, with a maximum of six (6) days per benefit year. **Health leave will not be adjusted as the result of a temporary (three months or less) change in the normal work schedule.** Health leave days may be accumulated, but are not carried forward into the next benefit year. Upon termination, part-time employees shall not be paid for accumulated health leave days not taken.

Health leave shall be given in the case of illness of the employee, illness of an immediate family/household member who needs the care of the employee.

Leaves of Absence: Pacifica may grant leaves of absence under certain circumstances.

Bereavement Leave: A regular employee who has been with Pacifica for at least three months and who suffers the death of a member of his/her immediate family (mother, father, siblings, spouse, children or domestic partner) may request and