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## 1. INTRODUCTION/Legal Disclaimer

### PLEASE READ CAREFULLY

This Handbook for Temporary Employees (“Handbook”) is designed to acquaint you with Great Hire, Inc. (“Great Hire”) and to provide you with information about the terms and conditions of your employment with Great Hire and the associated employee benefits offered to you as an employee of Great Hire and/or its PEO (Professional Employment Organization) or EOR (Employer of Record) . For purposes of this Handbook, the term Great Hire shall include any applicable Great Hire joint employer affiliates.

The Handbook also includes certain rules and policies governing your employment with Great Hire. Please read the Handbook carefully and if you do not understand anything, please ask questions of your supervisor or Great Hire’s President and/or your designated contact. All Great Hire employees are obligated to comply with the provisions of this Handbook and acknowledge that any violation of Great Hire’s policies will subject you to disciplinary action, up to and including ineligibility for re-assignment or termination of employment.

While every attempt has been made to create these personalized policies consistent with Federal and State law, if an inconsistency arises the policy(s) will be enforced consistent with the applicable law.

Of course, no employee handbook can anticipate every circumstance or question about working terms, conditions and policies. As Great Hire continues to grow, the need may arise to revise the Handbook. Accordingly, Great Hire reserves the right to revise, supplement, or rescind any of the provisions of the Handbook at any time as it deems appropriate in its sole and absolute discretion. Employees will be notified of policy changes when they take affect. Your relationship with Great Hire is that of an employee-at-will. Your job status does not guarantee employment for any specific length of time. Your employment with Great Hire is entered into voluntarily and both you and Great Hire are free to end the employment relationship at any time, for any reason, with or without cause or advance notice. Your employment at-will status with Great Hire may be altered only with written authorization by Great Hire’s President and or duly authorized representatives.

This Handbook is not intended to be and is not a contract (express or implied), nor does it otherwise create any legally enforceable obligations on the part of Great Hire. Statements on any Company documents or by any manager of Great Hire, DO NOT constitute or imply an employment contract and SHOULD NOT be relied upon by any applicant or employee as permanent employment.

This Handbook supersedes any previous employee handbook or policy manual that Great Hire previously provided to you and no written or verbal communication made by any employee, manager, or supervisor of Great Hire may adjust, override, or supersede the terms of this Handbook. However, this Handbook shall not be deemed an employment contract.

## 2.1.EEO STATEMENT

Great Hire Staffing is an Equal Opportunity Employer (EOE). Great Hire Staffing is thoroughly committed both to providing equal employment opportunity for all job applicants and employees, and to provide a work environment that is free from illegal harassment, discrimination, and retaliation. It is the policy of Great Hire to make all employment decisions based on the individual applicant's and employee's merit, skills, qualifications, and abilities. Great Hire Staffing does not discriminate against any person because of race, color, creed, religion, sex, national origin, disability, age, genetic information, marital status, sexual orientation, gender identity or gender expression, citizenship status, military service or veteran status, pregnancy, childbirth and related medical conditions, or any other characteristic protected by federal, state, or local laws and ordinances (referred to as "protected characteristic"). This Equal Employment Opportunity policy extends to all terms, conditions and privileges of employment as well as the use of all Company facilities, participation in all Company-sponsored activities, and all employment actions, such as hiring, employing, training, promotions, compensation, benefits, discipline and termination of employment.

True equal employment cannot be accomplished if harassment, discrimination or retaliation on the basis of actual or perceived protected characteristics is tolerated. Accordingly, all such conduct is expressly prohibited. Such conduct will not be tolerated by Great Hire and engaging in any such conduct may be the basis for disciplinary action, up to and including termination, even where a legally actionable claim does not arise. In keeping with this commitment, all Great Hire Staffing employees are responsible for assuring that the workplace is free from harassment, discrimination and retaliation.

Great Hire Staffing will make reasonable accommodations for qualified individuals with known disabilities who make a request for accommodation, unless doing so would result in an undue hardship. Disabled employees requiring a reasonable accommodation must contact the Company's President and/or Management.

Great Hire Staffing will make reasonable accommodations for individuals whose sincerely held religious beliefs or practices conflict with his or her job, work schedule, or with Great Hire Staffing's policy or practice on dress and appearance, or with other aspects of employment. Employees seeking a religious accommodation must contact the Company's President and/or Management.

Employees with questions or concerns about any type of discrimination in the workplace, including at the workplace of any temporary assignment, are encouraged to bring these issues to the attention of Great Hire's President or Treasurer/Executive Vice President. Employees can raise such concerns without fear of retaliation.

Great Hire Staffing's management is committed to vigorously enforcing this Policy at all levels within Great Hire. Great Hire will investigate complaints about conduct in violation of this Policy and, where necessary, will implement remedies to ensure employees are protected from illegal discrimination.

## 2.2. ANTI-HARASSMENT POLICY

It is the policy of Great Hire to prohibit harassment in the workplace based on race, color, creed, religion, sex, national origin, disability, age, genetic information, marital status, sexual orientation, gender identity or gender expression, citizenship status, military service or veteran status, pregnancy, childbirth and related medical conditions, or any other characteristic protected by federal, state, or local laws and ordinances.

### WHOSE CONDUCT IS COVERED?

This policy covers and protects all Great Hire employees, whether they are performing work on Great Hire premises or on assigned client worksites.

In addition to covering the conduct engaged in by fellow Great Hire employees and supervisors, this policy also covers the employees and supervisors of clients, as well as others in the workplace, such as outside vendors, suppliers, customers, and visitors.

### WHAT IS SEX-BASED HARASSMENT?

Unwelcome sexual advances, requests for sexual favors and other verbal, physical or visual conduct of a sexual nature constitute sexual harassment when: submission to such conduct is made a condition of employment; or submission or rejection of such conduct is used as a basis for employment decisions affecting the individual; or such conduct has the purpose or effect of substantially interfering with work performance, or creating or maintaining an intimidating, hostile or offensive environment. Sexual harassment may include a wide range of obvious and/or subtle comments and conduct. Depending on the circumstances, it may include, but is not limited to, repeated offensive or unwelcome sexual advances; subtle or overt pressure for sexual favors; sexual jokes; verbal comments or innuendo of a sexual nature; propositions or advances; graphic commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling, touching, pinching or other physical touching; suggestive, insulting or obscene comments or gestures; display of sexually suggestive objects or pictures.

Sexual harassment may include harassment between individuals of the same gender.

**WHAT IS HARASSMENT BASED ON OTHER PROTECTED CLASSIFICATIONS?** Harassment based on race, color, creed, religion, sex, national origin, disability, age, genetic information, marital status, sexual orientation, gender identity or gender expression, citizenship status, military service or veteran status, pregnancy, childbirth and related medical conditions, exists in instances such as: Negative statements, jokes, insults, and/or offensive pictures or drawings are directed to an employee because of these protected characteristics.

## 2.2. ANTI-HARASSMENT POLICY- Cont'

### REPORTING HARASSMENT.

Great Hire Staffing encourages the prompt reporting of all perceived incidents of harassment, regardless of who the alleged offender may be.

Great Hire Staffing employees working at client sites must report all claims of harassment to Great Hire Staffing as provided in this policy to ensure that Great Hire can take action to investigate and correct any problems.

If you are a witness to, or believe that you have experienced harassment based on protected characteristic, then you must immediately notify Great Hire's President and/or Great Hire's Treasurer/Executive Vice President.

All reports of harassment will be investigated promptly and thoroughly by a person who is not involved in the alleged harassment. To the extent practical and appropriate under the circumstances, confidentiality will be maintained throughout the entire investigation to protect the privacy of the individuals involved. The complaining individual will be informed of the results of the Great Hire's investigation.

The investigation of complaints by Great Hire Staffing employees regarding the conduct of client employees will necessarily be in cooperation with the client. Great Hire will strive to ensure a harassment free environment for its employees, regardless of their work location.

### CORRECTIVE ACTION.

If Great Hire Staffing's investigation confirms that harassment or other improper behavior has occurred, Great Hire Staffing will take swift, appropriate action. Such action may include, for example, training, referral to counseling, or disciplinary action, such as warnings, reprimands, reassignment, suspension, or discharge. Due to the nature of Great Hire's business, Great Hire may not control the alleged harasser or the actual worksite. In such circumstances, Great Hire will take other appropriate action to remedy the situation. In such an event, Great Hire's policies will be forcefully

### PROHIBITED

## 2.3. VIOLENCE IN THE WORKPLACE PREVENTION POLICY

reiterated and Great Hire will make every effort to learn the truth and enforce our policies.

### NO RETALIATION.

An employee will not be subject to retaliation, intimidation, or discipline as a result of making a complaint of harassment or providing information in connection with another's complaint.

Great Hire has a policy of zero tolerance for violence. If you engage in any violence in the workplace, or threaten violence in the workplace, your employment will be terminated immediately for cause. No talk of violence or joking about violence will be tolerated. This applies to Great Hire's work-sites and our clients' work-sites. Great Hire is committed to providing a work environment that is free from violence or threats of violence against individuals as well as Company and personal property. Compliance with this policy requires that all individuals on Great Hire's and clients' premises, whether employees or non-employees, conduct themselves in a professional manner consistent with good business practices. Such individuals are expected therefore to conduct themselves in a non-violent and non-physically threatening or intimidating manner. Workplace Violence is defined as a single behavior or series of behaviors which constitutes or appears to constitute assault, battery, harassment, intimidation, threats or similar actions, destruction or attempted destruction of Company or personal property and which occurs in the workplace or while individuals are engaged in business on behalf of Great Hire and/or its clients. Violations of this policy will lead, at Great Hire's and/or clients' discretion, to termination of employment. Great Hire and/or clients also reserve the right to report such violations to appropriate law enforcement authorities.

Prohibited acts of workplace violence include but are not limited to threats, intimidation, physical attack, property damage or possession/use of a weapon.

A threat is the expression of intent to cause physical or mental harm.

Physical attack is intentional unwanted or hostile physical contact such as hitting, pushing, kicking, shoving, throwing of objects or fighting.

Intimidation includes but is not limited to stalking or engaging in actions intended to frighten, coerce or induce distress.

Property damage is intentional damage to property owned by Great Hire, Great Hire employees, clients and clients' employees.

A weapon is any object used or designed to be used to attack or intimidate another person.

All employees are responsible for establishing and maintaining a work environment that promotes professionalism and is free of workplace violence. This responsibility includes being alert to situations in which workplace violence is occurring or is likely to occur, and in good faith immediately notifying appropriate management personnel of any incidents or concerns. You are encouraged to report any incident that may involve a violation of any of the Company's policies that are designed to provide a comfortable workplace environment. Concerns should be presented to Great Hire's President or Great Hire's Treasurer/Executive Vice President. Employees working at client work-sites who have any workplace violence concerns should also report such concerns to Great Hire's President or Great Hire's Treasurer/Executive Vice President.

## 3.0 WORK CONDUCT RULES

### 3.1 PUNCTUALITY AND

#### ATTENDANCE POLICY

Your arrival at your assignment on time, and your attendance while assigned is considered a vital part of successful job performance. Accepting an assignment is a commitment to arrive at the assignment on time. It is required that you are at your assignment and prepared to begin work at the scheduled start time. Also returning from all breaks, including lunch, and remaining at your assignment until the end of your scheduled time is expected. If for any reason you are going to be late or not able to report to your assignment, you must call immediately and speak personally to a representative at Great Hire. The Company expects you to assume the responsibility of both your attendance and punctuality. If a pattern of lateness or absenteeism occurs your supervisor may discuss the matter with you in an effort to correct the situation. If the situation is not corrected and the improvement maintained than further disciplinary action may result up to and including termination.

If you have any prior commitments, such as scheduled vacation, court dates, physician appointments, etc. that would affect your attendance, it is required that you communicate that prior to accepting an assignment with Great Hire.

### 3.2 INJURY PROCEDURE

It is the policy of Great Hire to maintain a safe and productive working environment for our employees and others having business with Great Hire. It is essential that all safety equipment is worn at all times and safety rules and procedures are always adhered to and followed at the assigned location. In the unfortunate event that an injury occurs on the job it is your responsibility to abide by the following procedure:

- Immediately report the injury to both your supervisor/foreman (Client) and a representative of Great Hire no matter how minor it may be.
- An injury report will be filled out promptly. It is your responsibility to cooperate with your supervisor in the completion of the report.
- If treatment of a work-related injury is needed you must go, as directed by management, to the approved Physician or Health Care facility (unless it is an emergency). If it is an emergency, either have someone call 911, or proceed to the nearest emergency facility.
- You are not authorized to go to your family doctor or any outside physician of your own choice for work related injuries. Workman's Compensation insurance medical benefits may be denied for these costs.
- Drug and Alcohol testing may be required for work-related injury or illness.
- Prescriptions for Worker's Compensation prescription medications must be filled at the approved drug store facility as directed by the Company. No employee should have to pay for worker's compensation prescription medication.
- A "Return to Work" note from the participating doctor is required for any employee to be permitted to return to work after an absence from work due to any injury or illness work related or not.
- It is required to go to all follow-up medical appointments at the designated location and time. It is your responsibility to call, cancel and or reschedule these appointments. Employees who No Call/No Show for medical appointments may be disciplined which may include termination.
- Please note a full accident/injury report and investigation may be conducted whenever there is an injury or accident on the job.

### 3.3 EMAIL, INTERNET AND COMPUTER POLICY

Great Hire is committed to accomplishing its business objectives in a secure and timely manner. Each employee must assist in achieving this goal while safeguarding corporate information assets. Great Hire provides its employees with resources to assist them in work-related tasks. The basic regulations for using Great Hire computer systems and equipment are as follows:

- Great Hire computers and devices, files, applications, Internet, email, and software furnished to employees are Great Hire property and are intended for business use only – incidental or occasional personal use is permitted provided it does not impede employee performance or disrupt the workplace. Any sort of illegal activity or gambling is prohibited.
- Great Hire may monitor employees' computer and devices, chatter, Internet, and email usage.
- Great Hire may access any information viewed, created, transmitted, accessed, received, or stored on its information systems, computers, or other devices. The information may also be subject to disclosure to law enforcement or third parties.
- Great Hire requires employees to respect all copyright and other intellectual property laws. Great Hire prohibits the unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material. Copying, duplicating, reproducing, or downloading software of any kind (and its related documentation) is prohibited without prior permission. Great Hire purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation.
- Great Hire prohibits attempts to break into the computer system of another organization or person.
- Great Hire will be responsible for monitoring and enforcing the use of corporate resources in accordance with industry best practices, organizational requirements, and emergent

threats. Employees are required to cooperate with security investigations.

- Employees should take the necessary anti-virus precautions before downloading, copying, or decompressing any files.
- Employees are expected to use their professional judgment when using Great Hire computers, chatter, email, Internet, or network systems and are prohibited from creating, transmitting, accessing, or disseminating information (including images) that could be considered discriminatory, pornographic, obscene, threatening, violent, or harassing, including information that violates Great Hire Anti-Harassment and Equal Employment Opportunity policies, or any state or federal law. Violations may result in disciplinary action up to and including termination.
- Employees should not use email to solicit others for commercial ventures or religious causes.
- Company proprietary information (business, financial, and marketing strategies) must be protected. Employees are prohibited from unauthorized disclosure of business secrets, trade secrets, or Great Hire's confidential material or proprietary information outside of the organization, and from disclosing their own or any other employee's Great Hire credentials, code, or passwords.
- Please use Great Hire computers, devices, applications, software, files, and the Internet professionally and responsibly. Employees should contact their supervisor with any questions regarding appropriate usage.

### 3.4 SOCIAL MEDIA

Great Hire views websites, blogs, social networks, and other information published on mediums accessible to the public by its employees positively and it respects the right of employees to use them as a medium of self-expression. However, if employees chose to identify themselves as Great Hire employees or to discuss matters related to our business, they must recognize that some readers may view them de facto spokespersons for Great Hire. In light of this possibility the following guidelines must be followed:

### 3.4 SOCIAL MEDIA- cont'

- Employees are not permitted to disclose Great Hire's confidential or proprietary information (business, financial, and marketing strategies) without the advance approval of their supervisor.
- Employees must make clear to their readers that the views expressed by them are theirs alone and do not represent the views of Great Hire.
- If employees blog or otherwise publish information about Great Hire services, the employees must clearly and conspicuously disclose their relationship with Great Hire to their readers.
- Employees are expected to act in a professional manner when speaking about Great Hire. They are prohibited from making statements about the Company or other employees that are maliciously false, obscene, threatening, or harassing.
- Employees must respect all copyright and other intellectual property laws. It is critical that employees show proper respect for the laws governing copyright, fair use of copyrighted material owned by others, trademarks, and other intellectual property, including Great Hire's own copyrights, trademarks, and brands. To minimize the risk of a copyright violation, employees should provide reference to the source(s) of information they use and accurately cite copyrighted works. Do not infringe on Great Hire's logos, graphics, brand names, tag-lines, slogans, or other trademarks.
- Employees assume full responsibility and liability for their public statements.

Since the information employees publish is accessible by the general public, Great Hire Staffing hopes that employee comments will be truthful and respectful to Great Hire Staffing's employees, customers, partners, affiliates, competitors, and other third parties.

Employees should notify their supervisor or management upon learning of violations of this policy. Nothing in this policy is intended to prevent or interfere with employees engaging in Section 7 rights under the National Labor Relations Act.

This policy is subject to change and revision, at Great Hire Staffing's sole discretion, as circumstances and developing technology warrant. Violations of this policy will result in discipline, up to and including discharge

### 3.5 CONFIDENTIALITY POLICY

During the course of your employment with Great Hire Staffing and its affiliates and clients, you may be provided with confidential, sensitive and/or proprietary information or data about Great Hire Staffing, its affiliates and clients. It is crucial to the Company and its

affiliates and clients that this information and data not be used improperly and be kept strictly confidential.

As a condition of employment and continued employment, employees must agree that during and subsequent to their employment with the Company, they shall not use or disclose (other than in the performance of their duties to the Company or as directed by the Company):

(a) any confidential, sensitive or proprietary information and any data, software, plans, drawings, and/or other information of any nature provided to the Company by, or on behalf of, any affiliate or customer; or

(b) any confidential, sensitive or proprietary information and any data, software, plans, drawings, and/or other information of any nature created by the Company for itself or for any affiliate or customer.

The foregoing encompasses both an employee's own work as well as the work of any other employee of the Company.

The breach of this policy may result in discipline, up to and including termination. Further, the breach of this policy may constitute grounds for a suit for damages by the Company against the employee.

### 3.6 EMPLOYEE INFORMATION

To ensure that your personnel file is up-to-date at all times, notify your supervisor or the human resources department of any changes in your name, telephone number, home address, marital status, number of dependents, beneficiary designations, the names of individuals to notify in case of an emergency, and so forth.

The Company maintains a personnel file on each employee. Generally, the contents of the file include job applications, salary history, benefits records, reference letters, discipline records, performance evaluations and general correspondence. An employee may review his/her personnel file by appointment during regular business hours and in the presence of a Human Resources Representative. Copies of documents signed by an active employee may be obtained by request.

### 3.7 CLIENT POLICES

Employees are required to follow all lawful applicable client workplace rules and regulations. Failure to follow client workplace rules and regulations may lead to your removal from the work-site, as well as discipline up to and including termination.

If you have any questions regarding such policies, you may address them to your client supervisor or to Great Hire's President or Management.

### 3.8 TIME SHEET INSTRUCTIONS

As an employee of Great Hire, you are responsible for reporting the time you worked to us.

To make sure you receive your paycheck on time, you must do the following:

- Fill in your time completely
- Sign your time-card
- Get the signature of your supervisor or other authorized Company representative
- Turn in your time-card, no later than Monday at 5 PM

Some clients have a customized method of reporting your time including but not limited to electronic time recording. It is your responsibility to correctly clock in/out at the correct times and if there are any discrepancies between your records and your paid time report to Great Hire immediately. If there are any variations from the instructions outlined above, Great Hire will inform you and give you customized instructions at that time.

### 3.9 CONSENSUAL RELATIONSHIPS

The employment of individuals involved in a dating relationship, whether in a direct supervisor-employee relationship or in any other superior and employee relationship, may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried over into day-to-day working relationships.

For purposes of this policy, a dating relationship is defined as a relationship that reasonably may be expected to lead to the formation of a consensual "romantic" or sexual relationship.

Individuals involved in a dating relationship may not occupy a position that will be working directly for or supervising the employee with whom they are involved in a dating relationship. A conflict under this policy also may be created in circumstances where a supervisory employee is in a dating relationship with a subordinate employee, even if not in a direct reporting relationship. Great Hire reserves the right to take prompt action if an actual or potential conflict of interest arises involving individuals involved in a dating relationship who occupy positions at any level (higher or lower) in the same line of authority that may affect the review of employment decisions.

The Company requires that all dating relationships between a supervisor and a subordinate be reported to Human Resources.

The Human Resources Department should also be notified of any relationship that may cause or appear to cause a conflict of interest, or impact our ability to conduct business. Management may determine whether any employment action is appropriate to negate any potential or actual conflict in the workplace, including, but not limited to, transfer/reassignment, demotion, and/or termination from employment.

Employees in a dating relationship should refrain from public workplace displays of affection and excessive personal conversation.

### 3.10 GENERAL WORK RULES

When Great Hire has an assignment that matches your skills we will attempt to reach you and tell you about the position. At that time you can either accept or decline the position. If you accept, we have the following expectations:

**SHOW UP!!!! ON TIME!!!!** If you accept an assignment or an interview through Great Hire, we expect you to keep your commitment and to arrive on time. The assignment or interview you have accepted is an important role within our clients business. If you do not show up, or are late, you not only reflect poorly on Great Hire Staffing, but you cause our clients business to suffer. We cannot accept this behavior. If you no show no call to your assignment or to an interview we may not offer you any more assignments.

**CALL IN TO LET US KNOW YOU ARE AVAILABLE!!!!** If you are not on assignment you should call Great Hire at least twice per week to let us know you are available. Priority consideration will be given to those people who call in their availability. **IF YOU HAVE PREVIOUSLY BEEN ON AN ASSIGNMENT THROUGH GREAT HIRE YOU MUST CONTACT GREAT HIRE UPON COMPLETION OF THE ASSIGNMENT PROVIDED BY GREAT HIRE. FAILURE TO FULFILL THIS OBLIGATION WILL RESULT IN YOUR BEING DEEMED UNAVAILABLE FOR WORK AND NOT ACTIVELY SEEKING WORK, WHICH MAY BE GROUNDS FOR DENIAL OF UNEMPLOYMENT CLAIMS.** We require that all employees contact us every 48 hours by either telephone or email, furthermore, if we attempt to contact you, and you do not return our calls, we will deem you unavailable and not actively seeking work.

**ACCEPT SHORT TERM ASSIGNMENTS!!!!** While you are never required to accept any assignment through Great Hire, we give priority consideration to those employees who are most eager to work. The best way to show that you are eager to work is to accept shorter term assignments if they are offered to you. Not all assignments you work on will turn into an opportunity to be hired by the client, and **NO ASSIGNMENT IS EVER GUARANTEED TO PROVIDE A HIRING OPPORTUNITY BY THE CLIENT COMPANY,** however, even a short assignment is

an opportunity for you to show what you can do. Many great opportunities have arisen out of short term assignments.

**BE PREPARED!!!!** Make sure you have time-sheets when you arrive at your assignment. If you cannot find your time-sheets at the time you may stop by our office and pick them up at any time.

**BE COURTEOUS!!!!** You must at all times, behave in an appropriate manner. You are never to be either verbally or physically abusive to anyone in the workplace. Such behavior will not be tolerated and may lead to immediate termination. If you have concerns or issues where you are working, you are to report it to your Great Hire representative and let them help you work through it. If you follow this procedure and let us know that you cannot go back to that client we will be able to offer you future assignments if available.

**DO NOT WALK OFF THE JOB!!!!** If you leave the job before the end of your shift without permission from the client company or a Great Hire representative, we will consider that a voluntary resignation of your employment and you will not be eligible for rehire. This may adversely affect any unemployment benefits you may have been eligible for. The main exception to this is if you feel that your safety is in jeopardy. If you feel it is not safe for you to perform your duties, tell your supervisor or call your Great Hire representative. At no time will a Great Hire representative ask you to continue working in an unsafe environment.

**DO NOT JUST ABANDON YOUR JOB!!!!** If you are absent without notifying your Great Hire representative, or your supervisor at the client company, we will consider this a voluntary resignation of your employment.

**IF YOU ACCEPT A TEMPORARY OR TEMP TO HIRE ASSIGNMENT, GREAT HIRE IS YOUR EMPLOYER!!!!** We will provide you a W-2 form at the end of the year, and we are responsible for reporting

to all local, state and federal governments and submitting funds to entities of those governments as required by law. Great Hire also provides Workman's Compensation benefits as required by law. Benefits, tax reporting, and Workers Compensation may be administered by a PEO (Professional Employment Organization) or EOR (Employer of Record) in contract with Great Hire to provide administrative functions for these tasks.

### 3.10 GENERAL WORK RULES- cont'

**IF A CLIENT OFFERS YOU EMPLOYMENT PLEASE TELL YOUR GREAT HIRE REPRESENTATIVE IMMEDIATELY!!!!** If this opportunity is made available to you, Great Hire would like to be the first to offer you our congratulations. You do not have to accept the position if you do not want it. If you would like to remain a Great Hire employee instead, talk with your Great Hire representative. If you do accept employment from the Client, you would then become an employee of that company and that company's policies and procedures would then apply.

**BE SAFE AT ALL TIMES!!!!** At Great Hire, our employees well being is our greatest concern. Nothing is more important than promoting a safe working environment for all our employees!! Make sure you do your part to stay safe. Be alert. Lift carefully with your legs. Always wear your Personal Protective Equipment. If you lift more than 50 lbs. get help. Do not make sudden movements. Do not wear loose clothing around machines. Abide by these and other safety rules and regulations as outlined in the Great Hire Injury and Illness Prevention Policy made available and explained to you so you can continue to be a happy and healthy Great Hire employee.

### 4.1 INTRODUCTION

The information which follows is only a brief summary of the benefits which Great Hire offers to its temporary employees. For a full explanation of particular benefits, employees should consult, where applicable, the specific plan documents. If the following summary conflicts with statements contained in formal plan documents, the specific plan documents supersede anything contained in the summary.

Great Hire Services reserves the right, in its sole discretion, to alter, amend, or terminate Company benefits. Great Hire will attempt to inform employees as promptly as possible of any changes in benefits; however, this is not always practical or possible, and, where this is the case, the Company reserves the right, in its sole discretion, to make changes in the benefits without prior notice.

Interpretation and application of a plan to particular circumstances will be made by the Company and/or the plan's administrator and is within the Company's and/or administrator's sole and absolute discretion.

### 4.2 HOLIDAYS

Great Hire will be closed in observance of the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Great Hire Staffing Services does not offer paid holidays unless stated in the client's contractual agreement where you are assigned.

### 4.3 VACATION BONUS PLAN & SICK PAY

Great Hire does not offer paid vacation time unless stated in the client's contractual agreement where you are assigned.

Great Hire provides paid sick and safe time to eligible employees in compliance with California's Healthy Workplaces, Healthy Families Act (HWHFA). You can take paid sick leave for yourself or a family member, for preventive care or diagnosis, care of treatment of an existing health condition, or for specified purposes if you are a victim of domestic violence, sexual assault or stalking. Family members include the employee's parent, child, spouse, registered domestic partner, grandparent, grandchild, and sibling. Preventive care would include annual physicals or flu shots.

You must notify Great Hire or your client site supervisor in advance if the sick leave is planned, as may be the case with scheduled doctor's visits. If the need is unforeseeable, you need only give notice as soon as practical, as may occur in the case of unanticipated illness or medical emergency.

If it is found that paid sick time is being requested for purposes outside of those as defined above, denial of the use of paid sick leave hours may occur and/or up to ending of the work assignment or termination. Employees are expected to be honest in their requests for sick pay usage.

### 4.4 RELIGIOUS DAYS

Great Hire Staffing employees who celebrate religious holidays may request time off without pay to observe these events. This request may be subject to approval by the Company you are on assignment. It is required to request the day off 10 days prior to the observed day.

Great Hire respects the religious beliefs and practices of all employees and will make, upon request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship on the Company's business.

### 4.5 FAMILY AND MEDICAL LEAVE POLICY

You may be eligible to take family and/or medical leave under the federal Family and Medical Leave Act (FMLA) and/or state family leave laws. The purpose of this Policy is to summarize your rights and obligations under the FMLA.

You also may be eligible for temporary disability insurance (TDI) benefits while absent on a medical leave and family leave insurance (FLI) benefits in some states. If eligible, these benefits are paid to you by the applicable states

This Policy is only a summary of your rights. Many of the terms used in this policy have specific definitions under the applicable federal and state laws. Whether you are eligible for family and/or medical leave will be determined on an individual basis in accordance with all applicable laws. If there are any differences between the applicable laws and the summary below, the applicable laws will govern. If you have any questions about your family and/or medical leave rights, please contact the Human Resources Department.

#### A. Medical Leave Entitlement

Employees who have been employed for at least 12 months, and have worked at least 1,250 hours in the 12 month period immediately preceding the first day of leave, are eligible for up to 12 weeks of unpaid leave during a 12 month period due to their own serious health condition.

A “serious health condition” is generally defined as an illness, injury, impairment, or physical or mental condition that involves either in-patient care (i.e., an overnight stay) in a medical facility or continuing treatment by a health care provider for a condition that prevents the employee from performing the functions of his/her job. (This is an abbreviated definition only. Please contact the Human Resources Department for a complete definition.)

#### B. Basic Family Leave Entitlements

Employees who have been employed for at least 12 months, and have worked at least 1,250 hours in the 12 month period immediately preceding the first day of requested leave, are eligible for up to 12 weeks of unpaid leave during a 12 month period for the following reasons:

## 4.5 FAMILY AND MEDICAL LEAVE POLICY- cont'

Leave taken due to the birth of a child or the placement of a child for adoption or foster care must commence within 12 months from the date of birth or placement.

A “family member” is defined as an employee’s spouse, civil union partner, child, parent, or parent-in-law. (This is an abbreviated definition only. Please contact the Human Resources Department for a complete definition.)

A “serious health condition” is generally defined as an illness, injury, impairment, or physical or mental condition that involves either in-patient care (i.e., an

“qualifying exigency” may include but is not limited to: addressing any issues that arise from a short notice deployment; attending certain military events; arranging for alternative childcare; making financial and legal arrangements; spending time with a service member on short term rest leave; and attending certain post-deployment activities. (This is an abbreviated definition only. Please contact the Human Resources Department for a complete definition.)

(A covered veteran incurs a serious illness or injury for purposes of this paragraph when one of the following occurs: (a) The injury or illness makes him or her medically unfit to perform the duties of his or her office, grade, rank or rating (b) It causes the service member to have a VA Service Disability Rating is at 50% or greater (c) It is a mental or physical condition substantially impairs their ability to obtain gainful employment or (d) The VA enrolls the employee in the Department of Veteran Affairs Program of Comprehensive Assistance for Family Caregivers.)

Military Caregiver Leave entitlements apply on a per- covered service Member, per-injury basis.

### - Calculating Annual Leave Entitlements

Eligible employees are generally entitled to a total of 12 weeks of all types of family and medical leave combined during a 12 month period. This 12 month period is generally a rolling 12 month period measured backward from the date the employee uses any leave. In other words, the amount of leave available to an eligible employee at any time is determined and limited by the amount of leave the employee has already taken in the preceding 12 month period.

However, depending upon the specific type of leave taken, there are occasions in some states when: (1) employees may be eligible for more than 12 weeks of family and medical leave during a 12 month period and (2) a method other than a rolling 12 month period measured backward is used to determine an employee’s leave entitlement. This is explained in more detail below.

### - Military Caregiver Leave Rights

An eligible employee is entitled to 26 weeks (not 12 weeks) of Military Caregiver Leave in single 12 month period. A “single 12 month period” for purposes of Military Caregiver Leave begins on the first day an employee takes Military Caregiver Leave and ends 12 months after that date.

Once commenced, if an employee does not use all of his/her 26 weeks of Military Caregiver Leave in this single 12 month period, the remaining balance of his/ her Military Caregiver Leave is forfeited.

An employee is entitled to a combined total of 26 weeks of all types of FMLA covered leave, including Military Caregiver Leave, during a single 12 month period. Any other FMLA qualifying leave taken during this single 12 month period will reduce the employee’s 26 weeks of Military Caregiver Leave.

If you have any questions about the total amount of leave for which you are eligible in a given situation, please contact the Human Resources Department.

### E. Intermittent/Reduced Schedule Leave

Family and medical leave may be taken on a continuous basis and, under certain circumstances, on an intermittent or reduced work schedule basis.

An employee is entitled to take leave due to his/her own serious health condition, a family member’s serious health condition, or Military Caregiver Leave on an intermittent or reduced work schedule basis when certified as medically necessary by a health care provider. When leave is for the planned medical treatment of a serious health condition, the employee and the Company shall attempt to work out a schedule for such leave that meets the employee’s needs and the Company’s needs without unduly disrupting the operations of the Company, subject to approval of the health care provider.

An employee is entitled to take leave in connection with the birth or placement of a child through adoption or foster care on an intermittent or reduced work schedule basis only with the approval of the Company. Requests for intermittent/reduced work schedule leave in such cases will be considered at the discretion of the Company based on the Company’s needs in the department or job which would be affected by such a request.

An employee is entitled to take Active Duty leave on an intermittent or reduced work schedule basis when necessary.

## 4.5 FAMILY AND MEDICAL LEAVE POLICY- cont'

### F. Requesting and Scheduling Leave

If the need for leave is foreseeable – based upon an expected birth, placement for adoption or foster care, planned medical treatment for an employee's or family member's serious health condition, Military Caregiver Leave or Active Duty Leave – an employee must give notice at least 30 days before the leave is to begin. If 30 days notice is not practicable, for example due to a lack of knowledge of approximately when the leave will be required to begin or a change in circumstances, an employee must give notice as soon as possible and practical under the circumstances.

If the need for leave is unforeseeable, such as in the case of a medical emergency, an employee must give notice as soon as possible and practical under the circumstances.

Employees requesting family or medical leave must complete a written Leave Request form, which is available from the Human Resources Department. If circumstances prevent the employee from providing written notice initially, such as when the need for leave is unforeseeable due to a medical emergency, employees must provide verbal notice as soon as possible and practical, to be followed by written notice.

Even in the absence of a request for family or medical leave, the Company will designate leave taken for reasons that qualify as family or medical leave (including workers' compensation leave) as approved FMLA leave and charge the leave taken against the employee's leave entitlement.

An employee requesting a leave for planned medical treatment for a serious health condition of the employee or a family member, or planned medical treatment for a serious injury or illness of a covered service member, must consult with the Company and make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the Company, subject to approval of the health care provider.

### G. Required Certifications

Requests for family and medical leave must be supported by an appropriate Certification, as follows:

A request for leave due to the employee's own serious health condition or a family member's serious health condition must be supported by the Certification of Health Care Provider form.

A request for Military Caregiver Leave must be supported by the Certification for Serious Injury or Illness of Covered service member form, as well as any necessary supporting documentation.

A request for Active Duty Leave must be supported by the Certification of Qualifying Exigency for Military Family Leave form, as well as appropriate documentation, including the covered military member's active duty orders.

At the time an employee requests family or medical leave, he/she will be requested to submit the appropriate Certification (in some cases the Company's Certification request may be made after the employee's leave request is made, such as in the case of unforeseen leave). Blank Certification forms are available from the Human Resources Department.

An employee must return the required Certification to the Human Resources Department within 15 days after the employee requests leave, unless it is not practicable under the circumstances to do so. In such cases, the employee must return the completed Certification as soon as possible and practical. If an employee fails to provide timely Certification after being requested to do so, the employee's leave request may be denied until the Certification is provided.

If the Certification submitted by the employee is incomplete or insufficient, the employee will be given written notification of the information needed and will have seven (7) days after receiving such written notice to provide the necessary information, unless it is not practicable under the circumstances to do so. If an employee fails to cure the deficiencies after being requested to do so, the employee's leave request may be denied.

In cases where the Company does not agree with the assessment of the employee's or employee's family member's health care provider, the Company may require a second opinion at the Company's expense by another health care provider. In the case of a conflict between the first two opinions, the Company may require, and must pay for, a third opinion by a health care provider jointly designated by the Company and the employee. The third opinion will be binding.

### H. Requests for Recertification's

Employees absent on leave due to their own serious health condition may be required to submit a Recertification of their medical condition every 30 days, except as follows:

The Company may request Recertification in less than 30 days if the employee requests an extension of leave, or the circumstances described in the original Certification have changed significantly, or the Company receives information that casts doubt on the employee's stated reason for the absence or the continuing validity of the Certification.

The Company may not request Recertification every 30 days if the employee's original Certification indicates that the minimum duration of the employee's leave is more than 30 days. In such cases the employee may be required to submit a Recertification after the specified minimum duration. Regardless of the specified minimum duration, however, an employee may be required to submit a Recertification of medical condition every six months.

Whenever the Company does request a Recertification, the employee must submit the Recertification to the Human Resources Department within 15 days after the Company's request, unless it is not practicable under the circumstances to do so. If an employee fails to provide timely Recertification after being requested to do so, the Company may deny continuation of leave until the Recertification is provided.

The Company may also require an employee on leave to report periodically on his/her status and intent to return to work.

Employees absent on leave due to their own serious health condition will be required to submit a Certification at the conclusion of their leave verifying their fitness for duty. If an employee fails to provide a fitness for duty Certification after being requested to do so, the Company may deny restoration until the Certification is provided.

### I. Job Restoration

An employee is entitled upon the conclusion of his/her leave to be reinstated to his/her previous position of employment, or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. There are certain exceptions to this requirement, including in the case of lay offs that occur during leave affecting the employee's position and in the case of "key employees." Please contact the Human Resources Department if you would like more information regarding these exceptions.

## 4.6 WORKER'S COMPENSATION

It is the policy of Great Hire Staffing to comply with all applicable state laws which apply to Worker's Compensation. Please refer to Section 3.2 for injury reporting procedures.

## 4.7 TEMP TO HIRE PLACEMENT POLICY

There is never a fee to you, our applicants, for being placed in a position. However, there may be a fee to our clients. If our client offers you permanent work, please call us immediately so that we may handle the arrangements to expedite this transition for you.

## 4.8 DISCRETIONARY REFERRAL BONUS PROGRAM

At Great Hire Staffing, we know that good employees like you, know other people who would make equally good employees. Great Hire may from time to time offer a discretionary referral Program that may reward you for referring your friends.

A referral bonus as specified by your point of contact may be paid for anyone referring another person to Great Hire when that referral results in Great Hire hiring that person.

#### 4.8 DISCRETIONARY REFERRAL BONUS PROGRAM- cont'

To qualify for the discretionary referral bonus either you, or the person you refer must notify a Great Hire representative, initially, at the time they register. The referred must be a new candidate to Great Hire, not already in the applicant database and must work 120 regular time hours or more, or be placed in a direct hire position. Only one bonus paid per person referred. It is your responsibility to request your referral bonus within 30 days of the referred completing the required 120 worked hours from your Great Hire Representative to collect the Discretionary Referral Bonus. If you do not request the referral bonus incentive in the allotted time (30 days) it is forfeited. We will then verify the hours, consider the quality and parameters of the referral, and consider all other circumstances. After such consideration and approval by Great Hire (in its sole discretion), Great Hire will include the bonus in your next paycheck.

Note: If you are not currently working for Great Hire, Great Hire may still provide a referral bonus in appropriate circumstances. Just follow the procedures in the preceding paragraph and a referral bonus check may be earned after consideration and approval by Great Hire (in its sole discretion) on the next scheduled pay date at Great Hire

#### 4.9 ACCESS TO GROUP HEALTH INSURANCE

There are various health care programs that are available through Great Hire's affiliates. Please speak to your Great Hire representative to discuss what program you may qualify for that may fit your needs.

#### 4.10 DIRECT DEPOSIT

Direct deposit is available through the payroll department upon request. Until the process is completed a physical check will be produced. You may also pick up your check at the Great Hire office where you applied, at the site you are assigned, or have your check mailed to you.

In the event that your check is mailed via U.S. Postal Service, no tracking number will be used. In the event the check is lost in the mail, you may wait up to two weeks in order for Great Hire to void the old and supply a new check.

### 5.0 DRUG AND ALCOHOL

Our employees are our greatest asset. We encourage all of our employees to improve and upgrade their skill level in an effort to reach and maintain their business goals. We support these goals by offering various software programs designed to assist in the improvement of skill sets and abilities.

#### 5.1 DRUG/ALCOHOL USE PROHIBITED

A) Great Hire prohibits the possession, manufacture, distribution, sale, use, being under the influence of drugs and/ or alcohol or the presence of illegal drugs in an employee's system at a detectable level while on Company property or during Company work time.

B) Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job. If the use of a medication could compromise the safety of the employee, fellow employees or the public, it is the employee's responsibility to use appropriate personnel procedures (e.g., call in sick, use leave, request change of duty, notify supervisor, notify Company doctor) to avoid unsafe workplace practices. For safety reasons, such an employee may be required to perform duties other than those regularly assigned or to take sick leave rather than be permitted to work under the influence of the prescribed medication.

C) The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of our drug-free workplace policy to intentionally misuse and/or abuse prescription medications. Appropriate disciplinary action will be taken if job performance deterioration and/or other accidents occur.

D) Great Hire reserves the right to impose discipline up to and including discharge for failure to comply with paragraphs A, B or C above.

E) The moderate consumption of alcohol on Company property or on Company time may be permitted at Company-supported or sponsored events where alcohol is served.

#### 5.2 APPLICANT DRUG TESTING

A. As part of the application process, applicants for temporary services positions will be required to consent in writing to drug/alcohol tests and the disclosure of the results of such tests to Great Hire.

B. Some offers for temporary services employees will be made contingent upon applicants passing a drug/alcohol test. Drug/alcohol testing is done only at the request of Great Hire's Client.

### 5.3 EMPLOYEE DRUG/ALCOHOL TESTING

#### A) Pre-Placement Testing:

1. Many Great Hire clients require drug testing prior to placement on their premises. Employees wishing to accept a placement with such a client must consent to drug and alcohol testing pursuant to the client's policies. Failure to consent will result in the loss of the placement.

#### B) Testing Other than Pre-Placement:

1. Great Hire reserves the right to require an employee to submit to a drug/alcohol test when, in the Company's sole judgment, there is cause to believe the employee may be under the influence of drugs and/or alcohol or may be otherwise suffering the effects of drug and/or alcohol abuse. Great Hire reserves the right to place employees into an approved Random Drug testing pool.

2. Great Hire reserves the right to require employees whose duties pose safety risks to co-workers or to the public to submit to a drug/alcohol test at any time, without notice to the employee.

3. Great Hire reserves the right to impose discipline up to and including discharge upon any employee who refuses to submit to drug/alcohol testing when requested to do so by Great Hire in the above circumstances.

C) Great Hire reserves the right to impose discipline up to and including discharge upon any employee who tests positive (as that term is defined in Section 6(a) below) for prohibited drug/alcohol use.

### 5.4 SUBSTANCES TESTED FOR

A) Great Hire may test for the presence of alcohol or any controlled substance as defined by the federal Comprehensive Drug Abuse and Control Act, 21 U.S.C.

§801 et seq., and as further specified in 21 C.F.R. 1301 et seq., setting forth the Schedules of Controlled Substances, specifically Schedules I, II, III, IV and V.

### 5.5 REHABILITATION

A) This section, entitled "Rehabilitation," does not apply to applicants for employment.

B) It is the employee's responsibility to request assistance in obtaining treatment for a drug/alcohol problem before it affects his/her employment.

1. An employee who voluntarily discloses to the President or his designee may submit to the following rehabilitation procedure for which the Company will grant a leave of absence without pay of up to twelve (12) weeks:

2. The employee must seek rehabilitation and counseling from a Company approved program, must successfully complete such program, and must provide the Company with written evidence of successful completion of the program;

3. At the end of the leave of absence, the employee will be required to submit to a drug/alcohol test, the results of which must be negative;

4. The Company reserves the right to require additional, follow up testing, at its discretion and without notice, for a period of two years.

5. The employee must make such voluntary disclosure to the President or his designee prior to being directed to take a drug/alcohol test or having knowledge that such a request is about to be made. Once an employee is directed to take a drug/alcohol test, he may not take advantage of this rehabilitation provision. Similarly, an employee who takes, and fails, a drug/alcohol test in violation of this policy will not be permitted to take advantage of this rehabilitation procedure.

C) An employee may take advantage of the above rehabilitation procedure only once. Employees who test positive at any time after completion of this rehabilitation program will be discharged.

**5.6 CONSEQUENCES** The following will be grounds for disciplinary action up to and including discharge:

1. Refusal of the employee to cooperate with a test request;

2. Impaired work performance due to the influence of drugs/alcohol;

3. Positive drug/alcohol test results;
4. Conviction for unlawful drug related activity;
5. The manufacture, distribution, dispensation, possession, or use or being under the influence of a controlled substance (drugs or alcohol) either on Great Hire premises or during an employee's working hours either on or off Great Hire premises. This does not include the lawful use or possession of prescription medication to the extent that the employee has complied with all other policies regarding reporting the use of medication which may diminish an employee's capacity to work safely.
6. Any violation of this policy.

A decision by an employee to seek treatment for substance abuse will not preclude appropriate disciplinary action by Great Hire for any of the above enumerated grounds for disciplinary action.

Employees separated from Great Hire's employment due to violations of this policy are not eligible for rehire.

Great Hire may also pursue appropriate criminal charges against those violating this policy. A positive drug or alcohol screen is not a prerequisite for taking appropriate disciplinary action for any policy violation, including violations of this drug and alcohol policy.

## 5.7 ADMINISTRATION

A. Each employee will receive a copy of this Policy and acknowledge receipt in writing.

## 5.8 WARNING

Employees should be aware that traces of many drugs remain in their bodies and body fluids for significant periods of time after they have been ingested. For example, studies by the National Institute on Drug Abuse (NIDA) have shown that marijuana may remain in the body for as long as thirty days; cocaine for up to four days; amphetamines for up to two days; and barbiturates for up to three weeks. These time periods may vary from individual to individual and could be longer under some circumstances.

## SUPPLEMENTAL ADDENDUM

The following policies supplement the policies contained in the general Employee Handbook and are specific to the states set forth below. Where this Addendum and the Employee Handbook conflict, this Addendum states the Company policy.

The contents of this Addendum are guidelines only. Neither this Addendum nor any other Company guidelines, policies, or practices creates an employment contract. The Company reserves the right to change, correct, modify, or revoke this Addendum or any

of its terms at any time with or without notice. Nothing in this Addendum alters the at-will nature of your employment. Although other terms, conditions and benefits of employment with the Company may change from time to time, the at-will nature of employment with the Company is one aspect of the employment relationship that cannot be changed by any oral statement or alleged oral statement. It can only be changed pursuant to a written agreement covering employment status, signed by the President of the Company.

### Crime Victims Leave

Employees may take unpaid time off from work to respond to a subpoena to testify or to participate in the reasonable preparation of a criminal proceeding. An employee is eligible for time off if he/she is the victim of the crime at issue in the proceedings or the spouse, sibling, parent, child, or guardian of the victim if the victim has been killed or incapacitated. An employee who is the accused or is in custody for an offense is not eligible for time off.

### Election Duty Leave

Employees who serve as election officials will be granted an unpaid leave in order to perform the duties of the position to which they have been appointed. Proper documentation of appointment and the dates of the required service must be furnished to the Company at least seven days in advance.

### Voting Leave

The Company will provide employees leave to vote on Election Day during any election held in the state, and such absence does not exceed two hours. Employees are required to keep their managers informed of the expected length of his/her absence.

### CA Supplemental COVID-19 Paid Sick Leave

Great Hire adheres to CA supplemental Covid-19 paid sick leave for Covid-19 related absences according to bill AB 1867 starting Sept 19,2020. Criteria and available Covid-19 Supplemental Paid Sick Leave for Non-Food Sector Employees can be found in the poster on the following page.

# CA COVID-19 Supplemental Paid Sick Leave for Non-Food Sector Employees

Hiring entities with 500 or more employees nationwide, and a public or private entity that employs health care providers or emergency responders who excluded such employees from emergency paid sick leave under the federal Families First Coronavirus Response Act are required to provide supplemental paid sick leave to employees for specified reasons related to COVID-19 by September 19, 2020. (See Labor Code section 248.1)

## Qualifying Reasons for Taking COVID-19 Supplemental Paid Sick Leave

*An employee may take leave if the employee is unable to work for any of the following reasons:*

The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19.

The employee is advised by a healthcare provider to self-quarantine or self-isolate due to COVID-19 related concerns.

The employee is prohibited from working by the employer due to health concerns related to the potential transmission of COVID-19.

## Employees Are Covered if They Meet the Following Criteria:

- They work for the following type of employer:
  - An employer with 500 or more employees nationwide OR
  - An entity that employs health care providers or emergency responders and has elected to exclude such employees from emergency paid sick leave under the federal Families First Coronavirus Response Act; AND
- They leave home to perform work.

## Paid Leave Entitlement for Employees

- Amount of Hours of COVID-19 Supplemental Paid Sick Leave:
  - 80 hours for those considered full-time employees, in addition to any other accrued paid sick leave. Full-time firefighters may be entitled to more than 80 hours, but the amount of pay is still capped.
  - For part-time employees with a normal weekly schedule, the number of hours the employee is normally scheduled to work over two weeks.
  - For part-time employees with variable schedules, 14 times the average number of hours worked per day over the past 6 months.
- Rate of Pay for COVID-19 Supplemental Paid Sick Leave:
  - Highest of (1) regular rate of pay for last pay period, (2) State minimum wage, or (3) local minimum wage,
  - **Not to exceed \$511 per day and \$5,110 in total**

## Enforcement:

- Any employee denied COVID-19 supplemental paid sick leave can file a claim with the Labor Commissioner's Office or a Report of Labor Law Violations. Forms can be found at the Labor Commissioner's Office website, [www.dir.ca.gov/dlse/](http://www.dir.ca.gov/dlse/). COVID-19 supplemental paid sick leave for employees must be made available for use immediately upon oral or written requests of the employee.
- **Retaliation or discrimination against an employee requesting or using COVID-19 supplemental paid sick leave is strictly prohibited.** An employee who experiences such retaliation or discrimination can file a claim with the Labor Commissioner's Office.

**This poster must be displayed where employee can easily read it. If employees do not frequent a physical workplace, it may be disseminated to employees electronically.**

For additional information you may contact your employer or the local office of the Labor Commissioner. Locate the office by looking at the list of offices on our website <http://www.dir.ca.gov/dlse/DistrictOffices.htm> using the alphabetical listing of cities, locations, and communities or by calling (213) 620-6330.

# DFEH



THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING  
THE MISSION OF THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING IS TO PROTECT THE PEOPLE OF CALIFORNIA FROM UNLAWFUL DISCRIMINATION IN EMPLOYMENT, HOUSING AND PUBLIC ACCOMMODATIONS, AND FROM THE PERPETRATION OF ACTS OF HATE VIOLENCE AND HUMAN TRAFFICKING.

# CALIFORNIA LAW PROHIBITS WORKPLACE DISCRIMINATION & HARASSMENT

The California Department of Fair Employment and Housing (DFEH) enforces laws that protect you from illegal discrimination and harassment in employment based on your actual or perceived:

- ANCESTRY
- AGE (40 and above)
- COLOR
- DISABILITY (physical, mental, HIV and AIDS)
- GENETIC INFORMATION
- GENDER IDENTITY, GENDER EXPRESSION
- MARITAL STATUS
- MEDICAL CONDITION (genetic characteristics, cancer or a record or history of cancer)
- MILITARY OR VETERAN STATUS
- NATIONAL ORIGIN (includes language use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law)
- RACE (including, but not limited to, hair texture and protective hairstyles. Protective hairstyles includes, but is not limited to, such hairstyles as braids, locks, and twists)
- RELIGION (includes religious dress and grooming practices)
- SEX/GENDER (includes pregnancy, childbirth, breastfeeding and/or related medical conditions)
- SEXUAL ORIENTATION



# CALIFORNIA LAW PROHIBITS WORKPLACE DISCRIMINATION & HARASSMENT



## THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT (GOVERNMENT CODE SECTIONS 12900 THROUGH 12996) AND ITS IMPLEMENTING REGULATIONS (CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTIONS 11000 THROUGH 11141):

1. Prohibit harassment of employees, applicants, unpaid interns, volunteers, and independent contractors by any persons and require employers to take all reasonable steps to prevent harassment. This includes a prohibition against sexual harassment, gender harassment, harassment based on pregnancy, childbirth, breastfeeding and/or related medical conditions, as well as harassment based on all other characteristics listed above.
2. Require that all employers provide information to each of their employees on the nature, illegality, and legal remedies that apply to sexual harassment. Employers may either develop their own publications, which must meet standards set forth in California Government Code section 12950, or use material from DFEH.
3. Require employers with 5 or more employees and all public entities to provide training for all employees regarding the prevention of sexual harassment, including harassment based on gender identity, gender expression, and sexual orientation.
4. Prohibit employers from limiting or prohibiting the use of any language in any workplace unless justified by business necessity. The employer must notify employees of the language restriction and consequences for violation. Also prohibits employers from discriminating against an applicant or employee because they possess a driver's license issued to a person who is unable to prove that their presence in the United States is authorized under federal law.
5. Require employers to reasonably accommodate an employee, unpaid intern, or job applicant's religious beliefs and practices, including the wearing or carrying of religious clothing, jewelry or artifacts, and hair styles, facial hair, or body hair, which are part of an individual's observance of their religious beliefs.
6. Require employers to reasonably accommodate employees or job applicants with disabilities to enable them to perform the essential functions of a job.
7. Permit job applicants, unpaid interns, volunteers, and employees to file complaints with DFEH against an employer, employment agency, or labor union that fails to grant equal employment as required by law.
8. Prohibit discrimination against any job applicant, unpaid intern, or employee in hiring, promotions, assignments, termination, or any term, condition, or privilege of employment.
9. Require employers, employment agencies, and unions to preserve applications, personnel records, and employment referral records for a minimum of two years.
10. Require employers to provide leaves of up to four months to employees disabled because of pregnancy, childbirth, or a related medical condition.
11. Require an employer to provide reasonable accommodations requested by an employee, on the advice of their health care provider, related to their pregnancy, childbirth, or a related medical condition.

12. Require employers of 20 or more persons to allow eligible employees to take up to 12 weeks leave in a 12-month period for the birth of a child or the placement of a child for adoption or foster care; also require employers of 50 or more persons to allow eligible employees to take up to 12 weeks leave in a 12-month period for an employee's own serious health condition or to care for a parent, spouse, or child with a serious health condition.

13. Require employment agencies to serve all applicants equally, refuse discriminatory job orders, and prohibit employers and employment agencies from making discriminatory pre-hiring inquiries or publishing help-wanted advertisements that express a discriminatory hiring preference.

14. Prohibit unions from discriminating in member admissions or dispatching members to jobs.

15. Prohibit retaliation against a person who opposes, reports, or assists another person to oppose unlawful discrimination.

## FILING A COMPLAINT

The law provides for remedies for individuals who experience prohibited discrimination or harassment in the workplace. These remedies include hiring, front pay, back pay, promotion, reinstatement, cease-and-desist orders, expert witness fees, reasonable attorney's fees and costs, punitive damages, and emotional distress damages.

Job applicants, unpaid interns, and employees: If you believe you have experienced discrimination or harassment you may file a complaint with DFEH. Independent contractors and volunteers: If you believe you have been harassed, you may file a complaint with DFEH.

Complaints must be filed within three years\* of the last act of discrimination/harassment. For victims who are under the age of eighteen, not later than three years after the last act of discrimination/harassment or one year after the victim's eighteenth birthday, whichever is later.

To schedule an appointment, contact the Communication Center below.

If you have a disability that requires a reasonable accommodation, the DFEH can assist you by scribing your intake by phone or, for individuals who are Deaf or Hard of Hearing or have speech disabilities, through the California Relay Service (711), or you can contact us below.

DFEH is committed to providing access to our materials in an alternative format as a reasonable accommodation for people with disabilities when requested.

Government Code section 12950 and California Code of Regulations, title 2, section 11013, require all employers to post this document. It must be conspicuously posted in hiring offices, on employee bulletin boards, in employment agency waiting rooms, union halls, and other places employees gather. Any employer whose workforce at any facility or establishment consists of more than 10% of non-English speaking persons must also post this notice in the appropriate language or languages.

## CONTACT US

Toll Free: (800) 884-1684  
TTY: (800) 700-2320  
contact.center@dfeh.ca.gov  
www.dfeh.ca.gov

# SEXUAL HARASSMENT

## FACT SHEET

# DFEH



Sexual harassment is a form of discrimination based on sex/gender (including pregnancy, childbirth, or related medical conditions), gender identity, gender expression, or sexual orientation. Individuals of any gender can be the target of sexual harassment. Unlawful sexual harassment does not have to be motivated by sexual desire. Sexual harassment may involve harassment of a person of the same gender as the harasser, regardless of either person's sexual orientation or gender identity.

## THERE ARE TWO TYPES OF SEXUAL HARASSMENT

1. **“Quid pro quo”** (Latin for “this for that”) sexual harassment is when someone conditions a job, promotion, or other work benefit on your submission to sexual advances or other conduct based on sex.
2. **“Hostile work environment”** sexual harassment occurs when unwelcome comments or conduct based on sex unreasonably interferes with your work performance or creates an intimidating, hostile, or offensive work environment. You may experience sexual harassment even if the offensive conduct was not aimed directly at you.

The harassment must be severe or pervasive to be unlawful. A single act of harassment may be sufficiently severe to be unlawful.

## SEXUAL HARASSMENT INCLUDES MANY FORMS OF OFFENSIVE BEHAVIORS

BEHAVIORS THAT MAY BE SEXUAL HARASSMENT:

1. Unwanted sexual advances
2. Offering employment benefits in exchange for sexual favors
3. Leering; gestures; or displaying sexually suggestive objects, pictures, cartoons, or posters
4. Derogatory comments, epithets, slurs, or jokes
5. Graphic comments, sexually degrading words, or suggestive or obscene messages or invitations
6. Physical touching or assault, as well as impeding or blocking movements

Actual or threatened retaliation for rejecting advances or complaining about harassment is also unlawful.

Employees or job applicants who believe that they have been sexually harassed or retaliated against may file a complaint of discrimination with DFEH within three years of the last act of harassment or retaliation.

DFEH serves as a neutral fact-finder and attempts to help the parties voluntarily resolve disputes. If DFEH finds sufficient evidence to establish that discrimination occurred and settlement efforts fail, the Department may file a civil complaint in state or federal court to address the causes of the discrimination and on behalf of the complaining party. DFEH may seek court orders changing the employer's policies and practices, punitive damages, and attorney's fees and costs if it prevails in litigation. Employees can also pursue the matter through a private lawsuit in civil court after a complaint has been filed with DFEH and a Right-to-Sue Notice has been issued.

## EMPLOYER RESPONSIBILITY & LIABILITY

All employers, regardless of the number of employees, are covered by the harassment provisions of California law. Employers are liable for harassment by their supervisors or agents. All harassers, including both supervisory and non-supervisory personnel, may be held personally liable for harassment or for aiding and abetting harassment. The law requires employers to take reasonable steps to prevent harassment. If an employer fails to take such steps, that employer can be held liable for the harassment. In addition, an employer may be liable for the harassment by a non-employee (for example, a client or customer) of an employee, applicant, or person providing services for the employer. An employer will only be liable for this form of harassment if it knew or should have known of the harassment, and failed to take immediate and appropriate corrective action.

Employers have an affirmative duty to take reasonable steps to prevent and promptly correct discriminatory and harassing conduct, and to create a workplace free of harassment.

A program to eliminate sexual harassment from the workplace is not only required by law, but it is the most practical way for an employer to avoid or limit liability if harassment occurs.

# SEXUAL HARASSMENT

## FACT SHEET



### CIVIL REMEDIES

- **Damages for emotional distress from each employer or person in violation of the law**
- **Hiring or reinstatement**
- **Back pay or promotion**
- **Changes in the policies or practices of the employer**

### ALL EMPLOYERS MUST TAKE THE FOLLOWING ACTIONS TO PREVENT HARASSMENT AND CORRECT IT WHEN IT OCCURS:

- 1.** Distribute copies of this brochure or an alternative writing that complies with Government Code 12950. This pamphlet may be duplicated in any quantity.
- 2.** Post a copy of the Department's employment poster entitled "California Law Prohibits Workplace Discrimination and Harassment."
- 3.** Develop a harassment, discrimination, and retaliation prevention policy in accordance with 2 CCR 11023. The policy must:
  - Be in writing.
  - List all protected groups under the FEHA.
  - Indicate that the law prohibits coworkers and third parties, as well as supervisors and managers with whom the employee comes into contact, from engaging in prohibited harassment.
  - Create a complaint process that ensures confidentiality to the extent possible; a timely response; an impartial and timely investigation by qualified personnel; documentation and tracking for reasonable progress; appropriate options for remedial actions and resolutions; and timely closures.
  - Provide a complaint mechanism that does not require an employee to complain directly to their immediate supervisor. That complaint mechanism must include, but is not limited to including: provisions for direct communication, either orally or in writing, with a designated company representative; and/or a complaint hotline; and/or access to an ombudsperson; and/or identification of DFEH and the United States Equal Employment Opportunity Commission as additional avenues for employees to lodge complaints.
  - Instruct supervisors to report any complaints of misconduct to a designated company representative, such as a human resources manager, so that the company can try to resolve the claim internally. Employers with 50 or more employees are required to

include this as a topic in mandated sexual harassment prevention training (see 2 CCR 11024).

- Indicate that when the employer receives allegations of misconduct, it will conduct a fair, timely, and thorough investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected.
  - Make clear that employees shall not be retaliated against as a result of making a complaint or participating in an investigation.
- 4.** Distribute its harassment, discrimination, and retaliation prevention policy by doing one or more of the following:
    - Printing the policy and providing a copy to employees with an acknowledgement form for employees to sign and return.
    - Sending the policy via email with an acknowledgment return form.
    - Posting the current version of the policy on a company intranet with a tracking system to ensure all employees have read and acknowledged receipt of the policy.
    - Discussing policies upon hire and/or during a new hire orientation session.
    - Using any other method that ensures employees received and understand the policy.
  - 5.** If the employer's workforce at any facility or establishment contains ten percent or more of persons who speak a language other than English as their spoken language, that employer shall translate the harassment, discrimination, and retaliation policy into every language spoken by at least ten percent of the workforce.
  - 6.** In addition, employers who do business in California and employ 5 or more part-time or full-time employees must provide at least one hour of training regarding the prevention of sexual harassment, including harassment based on gender identity, gender expression, and sexual orientation, to each non-supervisory employee; and two hours of such training to each supervisory employee. Training must be provided within six months of assumption of employment. Employees must be trained during calendar year 2020, and, after January 1, 2021, training must be provided again every two years. Please see Gov. Code 12950.1 and 2 CCR 11024 for further information.

### TO FILE A COMPLAINT

#### Department of Fair Employment and Housing

dfeh.ca.gov

Toll Free: 800.884.1684

TTY: 800.700.2320

# FAMILY CARE & MEDICAL LEAVE & PREGNANCY DISABILITY LEAVE

# DFEH



THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING

THE MISSION OF THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING IS TO PROTECT THE PEOPLE OF CALIFORNIA FROM UNLAWFUL DISCRIMINATION IN EMPLOYMENT, HOUSING, BUSINESS ESTABLISHMENTS, AND STATE-FUNDED PROGRAMS AND ACTIVITIES, AND FROM HATE VIOLENCE AND HUMAN TRAFFICKING.

**Under California law, you may have the right to take job-protected leave to care for your own serious health condition or a family member with a serious health condition, or to bond with a new child (via birth, adoption, or foster care). California law also requires employers to provide job-protected leave and accommodations to employees who are disabled by pregnancy, childbirth, or a related medical condition.**

Under the California Family Rights Act of 1993 (CFRA), if you have more than 12 months of service with us and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, and if we employ five or more employees, you may have a right to a family care or medical leave (CFRA leave). This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent, parent-in-law, grandparent, sibling, spouse, or domestic partner. While the law provides only unpaid leave, employees may choose or employers may require use of accrued paid leave while taking CFRA leave under certain circumstances.

Even if you are not eligible for CFRA leave, if you are disabled by pregnancy, childbirth or a related medical condition, you are entitled to take a pregnancy disability leave of up to four months, depending on your period(s) of actual disability. If you are CFRA-eligible, you have certain rights to take BOTH a pregnancy disability leave and a CFRA leave for reason of the birth of your child. Both leaves contain a guarantee of reinstatement-for pregnancy disability it is to the same position and for CFRA it is to the same or a comparable position-at the end of the leave, subject to any defense allowed under the law.

If possible, you must provide at least 30 days' advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). For events that are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.

We may require certification from your health care provider before allowing you a leave for pregnancy disability or for your own serious health condition. We also may require certification from the health care provider of your family member who has a serious health condition, before allowing you a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or reduced work schedule.

If you are taking a leave for the birth, adoption, or foster care placement of a child, the basic minimum duration of the leave is two weeks, and you must conclude the leave within one year of the birth or placement for adoption or foster care.

Taking a family care or pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits, please contact your employer.

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**If you have been subjected to discrimination, harassment, or retaliation at work, or have been improperly denied PDL or CFRA leave, file a complaint with DFEH.**

## TO FILE A COMPLAINT

**Department of Fair Employment and Housing**

dfeh.ca.gov

Toll Free: 800.884.1684

TTY: 800.700.2320

If you have a disability that requires a reasonable accommodation, DFEH can assist you with your complaint. Contact us through any method above or, for individuals who are deaf or hard of hearing or have speech disabilities, through the California Relay Service (711).

# YOUR RIGHTS AND OBLIGATIONS AS A PREGNANT EMPLOYEE



# DFEH



## YOUR EMPLOYER\* HAS AN OBLIGATION TO:

- Reasonably accommodate your medical needs related to pregnancy, childbirth, or related conditions (such as temporarily modifying your work duties, providing you with a stool or chair, or allowing more frequent breaks);
- Transfer you to a less strenuous or hazardous position (if one is available) or duties if medically needed because of your pregnancy;
- Provide you with pregnancy disability leave (PDL) of up to four months (the working days you normally would work in one-third of a year or 17 1/3 weeks) and return you to your same job when you are no longer disabled by your pregnancy or, in certain instances, to a comparable job. Taking PDL, however, does not protect you from non-leave related employment actions, such as a layoff;
- Provide a reasonable amount of break time and use of a room or other location in close proximity to the employee's work area to express breast milk in private as set forth in the Labor Code; and
- Never discriminate, harass, or retaliate on the basis of pregnancy.

## FOR PREGNANCY DISABILITY LEAVE:

- PDL is not for an automatic period of time, but for the period of time that you are disabled by pregnancy, childbirth, or related medical condition. Your health care provider determines how much time you will need.
- Once your employer has been informed that you need to take PDL, your employer must guarantee in writing that you can return to work in your same or a comparable position if you request a written guarantee. Your employer may require you to submit written medical certification from your health care provider substantiating the need for your leave.
- PDL may include, but is not limited to, additional or more frequent breaks, time for prenatal or postnatal medical appointments, and doctor-ordered bed rest, and covers conditions such as severe morning sickness, gestational diabetes, pregnancy-induced hyper-tension, preeclampsia, recovery from childbirth or loss or end of pregnancy, and/or post-partum depression.
- PDL does not need to be taken all at once but can be taken on an as-needed basis as required by your health care provider, including intermittent leave or a reduced work schedule.
- Your leave will be paid or unpaid depending on your employer's policy for other medical leaves. You may also be eligible for state disability insurance or Paid Family Leave (PFL), administered by the California Employment Development Department.
- At your discretion, you can use any vacation or other paid time off during your PDL.
- Your employer may require or you may choose to use any available sick leave during your PDL.
- Your employer is required to continue your group health coverage during your PDL at the same level and under the same conditions that coverage would have been provided if you had continued in employment continuously for the duration of your leave.
- Taking PDL may impact certain of your benefits and your seniority date; please contact your employer for details.

## NOTICE OBLIGATIONS AS AN EMPLOYEE:

- Give your employer reasonable notice. To receive reasonable accommodation, obtain a transfer, or take PDL, you must give your employer sufficient notice for your employer to make appropriate plans. Sufficient notice means 30 days advance notice if the need for the reasonable accommodation, transfer, or PDL is foreseeable, or as soon as practicable if the need is an emergency or unforeseeable.
- Provide a written medical certification from your health care provider. Except in a medical emergency where there is no time to obtain it, your employer may require you to supply a written medical certification from your health care provider of the medical need for your reasonable accommodation, transfer or PDL. If the need is an emergency or unforeseeable, you must provide this certification within the time frame your employer requests, unless it is not practicable for you to do so under the circumstances despite your diligent, good faith efforts. Your employer must provide at least 15 calendar days for you to submit the certification. See if your employer has a copy of a medical certification form to give to your health care provider to complete.
- Please note that if you fail to give your employer reasonable advance notice or, if your employer requires it, written medical certification of your medical need, your employer may be justified in delaying your reasonable accommodation, transfer, or PDL.

## ADDITIONAL LEAVE UNDER THE CALIFORNIA FAMILY RIGHTS ACT (CFRA):

Under the California Family Rights Act (CFRA), if you have more than 12 months of service with an employer, and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, you may have a right to a family care or medical leave (CFRA leave). This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child\*\*, or for your own serious health condition or that of your child, parent\*\*\*, spouse, domestic partner, grandparent, grandchild, or sibling. Employers may pay their employees while taking CFRA leave, but employers are not required to do so, unless the employee is taking accrued paid time-off while on CFRA leave. Employees taking CFRA leave may be eligible for California's Paid Family Leave (PFL) program, which is administered by the Employment Development Department (EDD).

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**If you have been subjected to discrimination, harassment, or retaliation at work, or have been improperly denied PDL or CFRA leave, file a complaint with DFEH.**

## TO FILE A COMPLAINT

**Department of Fair Employment and Housing**

dfeh.ca.gov

Toll Free: 800.884.1684

TTY: 800.700.2320

If you have a disability that requires a reasonable accommodation, DFEH can assist you with your complaint. Contact us through any method above or, for individuals who are deaf or hard of hearing or have speech disabilities, through the California Relay Service (711).

\*PDL, CFRA leave, and anti-discrimination protections apply to employers of 5 or more employees; anti-harassment protections apply to employers of 1 or more.

\*\* "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of an employee or the employee's domestic partner, or a person to whom the employee stands in loco parentis.

\*\*\* "Parent" includes a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.

# TRANSGENDER RIGHTS IN THE WORKPLACE

# DFEH



## WHAT DOES “TRANSGENDER” MEAN?

Transgender is a term used to describe people whose gender identity differs from the sex they were assigned at birth. Gender expression is defined by the law to mean a “person’s gender-related appearance and behavior whether or not stereotypically associated with the person’s assigned sex at birth.” Gender identity and gender expression are protected characteristics under the Fair Employment and Housing Act. That means that employers may not discriminate against someone because they identify as transgender or gender non-conforming. This includes the perception that someone is transgender or gender non-conforming.

## WHAT IS A GENDER TRANSITION?

1. “Social transition” involves a process of socially aligning one’s gender with the internal sense of self (e.g., changes in name and pronoun, bathroom facility usage, participation in activities like sports teams).

2. “Physical transition” refers to medical treatments an individual may undergo to physically align their body with internal sense of self (e.g., hormone therapies or surgical procedures).

A person does not need to complete any particular step in a gender transition in order to be protected by the law. An employer may not condition its treatment or accommodation of a transitioning employee upon completion of a particular step in a gender transition.

## FAQ FOR EMPLOYERS

### • What is an employer allowed to ask?

Employers may ask about an employee’s employment history, and may ask for personal references, in addition to other non-discriminatory questions. An interviewer should not ask questions designed to detect a person’s gender identity, including asking about their marital status, spouse’s name, or relation of household members to one another. Employers should not ask questions about a person’s body or whether they plan to have surgery.

### • How do employers implement dress codes and grooming standards?

An employer who requires a dress code must enforce it in a non-discriminatory manner. This means that, unless an employer can demonstrate business necessity, each employee must be allowed to dress in accordance with their gender identity and gender expression. Transgender or gender non-conforming employees may not be held to any different standard of dress or grooming than any other employee.

### • What are the obligations of employers when it comes to bathrooms, showers, and locker rooms?

All employees have a right to safe and appropriate restroom and locker room facilities. This includes the right to use a restroom or locker room that corresponds to the employee’s gender identity, regardless of the employee’s assigned sex at birth. In addition, where possible, an employer should provide an easily accessible unisex single stall bathroom for use by any employee who desires increased privacy, regardless of the underlying reason. Use of a unisex single stall restroom should always be a matter of choice. No employee should be forced to use one either as a matter of policy or due to harassment in a gender-appropriate facility. Unless exempted by other provisions of state law, all single-user toilet facilities in any business establishment, place of public accommodation, or state or local government agency must be identified as all-gender toilet facilities.

## FILING A COMPLAINT

If you believe you are a victim of discrimination you may, within three years\* of the discrimination, file a complaint of discrimination by contacting DFEH.

To schedule an appointment, contact the Communication Center below.

If you have a disability that requires a reasonable accommodation, the DFEH can assist you by scribing your intake by phone or, for individuals who are Deaf or Hard of Hearing or have speech disabilities, through the California Relay Service (711), or you can contact us below.

## CONTACT US

Toll Free: (800) 884-1684  
TTY: (800) 700-2320  
contact.center@dfeh.ca.gov  
www.dfeh.ca.gov