



# Employee Manual

Approved by the EBAYC Board of Directors on April 10, 2021.

## **Introduction**

The East Bay Asian Youth Center (EBAYC) Employee Manual intends to explain, in very general terms, its policies and procedures. EBAYC is a growing and changing organization, and as such, its Board of Directors and Executive Director reserve the right to add, modify, or remove any and all provisions within this EBAYC Employee Manual without advance notice.

The Employee Manual applies to all employees of EBAYC and supersedes all prior materials including verbal and oral agreements. The Employee Manual does not constitute a legal document or employment agreement. No provision contained in the EBAYC Employee Manual intends to interfere with any rights granted to employees by any federal, state, or local law, including the National Labor Relations Act. EBAYC fully complies with the law and respects the rights of its employees.

If you have any questions or wish to have further information about any aspect of the Employee Manual, please contact the Executive Director.

After you have read the Employee Manual, please sign the attached receipt of EBAYC Employee Manual Assurance Form.

## **Equal Opportunity Employer**

EBAYC is an equal opportunity employer. EBAYC's policy prohibits unlawful discrimination based on, race, color, religion, gender, sexual orientation, pregnancy, age, national origin or ancestry, age, disability, veteran status, or any other consideration made unlawful by federal, state, or local laws.

## **Culturally-Responsive, Trauma-Informed, Healing-Centered Care**

EBAYC recognizes that trauma affects our members across many life domains and lasts over multiple generations. In order to inspire youth to learn, grow, and thrive, EBAYC must embrace trauma as an important condition to address in its business operation, talent acquisition, and service delivery. EBAYC is committed to provide the supports and the tools to employees so that they can strengthen their ability to engage in trauma informed care practices that are culturally-responsive, promote healing, and celebrate survival.

## **Employee Records**

Employee records are treated with confidentiality. EBAYC does not release employee information outside the organization, except where permitted by law. Employees have a right to review certain documents in their employee file, in the presence of the Executive Director or

designated person, at a mutually convenient time. EBAYC maintains each employee’s personnel records for a period of not less than three years after termination of employment.

## **Pre-Employment Screening**

With specific regulations for working with children, EBAYC must receive, prior to the first day of employment, results from the following:

1. Negative Tuberculosis report.
2. Satisfactory result of a live scan employment background check by the State of California, Department of Justice and from the Federal Bureau of Investigation pursuant to Section 11105.3 of the California Penal Code and Section 15660 of the California Welfare and Institutions Code.

## **“At-Will” Employment**

Employment with EBAYC is “At-Will”, meaning that employment is for no definite or determinable period and may be terminated at any time, with or without cause or prior notice, at the option of either the employee or EBAYC. No one at EBAYC other than the Executive Director has the authority to alter the at-will status of an employee or to enter into any agreement for employment for a specified period of time or to make any agreement contrary to this policy, and any such alteration or agreement must be set forth in a written agreement signed by the applicable employee and the Executive Director.

## **Accommodation for Lactation**

EBAYC will provide a reasonable amount of break time for employees to express breast milk while at work. Employees are required to use the paid rest break time that EBAYC already provided. If the employee needs additional time beyond the normal paid rest break for expressing milk, the additional time beyond the normal paid rest break will be unpaid. EBAYC will provide the use of a private place to express breast milk, other than a toilet stall, in close proximity to the employee's work area. The employee's normal work area can be used if it allows the employee to express milk in private.

## **Work Related Injury**

EBAYC provides each employee with the information about its Workers’ Compensation policy, claim procedure, services for injured workers, and employees’ rights and obligations.

Employees are required to immediately report to their supervisor when they become injured or ill while at work. The supervisor will assist the employee with the process.

Employees must notify EBAYC of any accident that occurs in connection with the use of a personal or leased automobile on EBAYC business, including out-of-town business or any other circumstances where there is a possibility that EBAYC could be named as a party in any legal action. Employees who drive a vehicle on any EBAYC business must have both a valid driver's license, and evidence of liability insurance that meets or exceeds legal requirements.

## **Employee Status**

### **Twelve-Month Employee**

A "Twelve-Month Employee" Is an employee who works for EBAYC for the entire calendar year, such as the Executive Director. The determination of whether an employee is a Twelve-Month Employee shall be made by EBAYC in its sole discretion.

### **Exempt and Non-Exempt Status**

1. "Exempt Employees" are not subject to wage and hour requirements including overtime pay, meals and rest breaks.
2. "Non-Exempt Employees" are subject to wage and hour requirements including overtime pay, meals and rest break.

## **Meal & Rest Breaks**

Non-Exempt employees are provided up to 60 minutes of an unpaid meal break, to be taken no later than the end of the 5<sup>th</sup> hour of work, but can begin any time before that. If an employee works six hours or less in a day, the required meal break may be waived with the mutual agreement between the employee and EBAYC.

Non-Exempt employees are allowed one paid ten-minute rest break for every four hours of work or major portion thereof (3.5 to 6 hours of work = 1 rest period; 6 to 10 hours of work = 2 rest periods, 10 to 14 hours of work = 3 rest periods). The employee's supervisor will arrange a schedule for meal and break periods.

## **Overtime**

EBAYC may occasionally require a Non-Exempt employee to work overtime to meet the needs of EBAYC work demand. When this situation occurs, a Non-Exempt employee will be compensated overtime wages in accordance to Federal and State Wage and Hour Laws. Non-Exempt employees are not permitted to work overtime without prior supervisory authorization by the Executive Director or his/her designees.

## **Pay Schedule**

For Non-Exempt Employees, Payroll Cycle is semi-monthly and pay dates are the 5<sup>th</sup> day and 20<sup>th</sup> day of each month.

For Exempt Employees, Payroll Cycle is monthly and pay date is the 5<sup>th</sup> day of each month.

If a payday falls on a weekend or a holiday, employees shall be paid on the last workday immediately preceding the normal pay date.

## **Payroll Deductions**

1. EBAYC honors all court orders requiring EBAYC to garnish an employee's paycheck.
2. Deductions from employee's paycheck may include his/her share of the health & dental coverage premium, and 403(b) contributions.

## **Retirement**

Twelve-Month Employees that work at least 30 hours per week and are 18 years of age or older, are eligible to enroll in EBAYC's 403(b) Plan following the completion of 30 days of employment. EBAYC matches up to 50% of the employee contributions to the 403(b) Plan. Employee contributions that exceed 10% of the employee's salary compensation shall not be matched. Contribution made by EBAYC is vested according to the following schedule: Year 2 - 25%; Year 3 - 50%; Year 4 - 75%; Year 5 - 100%.

## **Health & Dental Insurance**

Employees who work a minimum of 30 hours per week are eligible to receive EBAYC contributions to medical and dental plans for themselves, spouses, registered domestic partners, and dependents up to the age of 26. Medical and dental coverage begins on the first day of the month following 30 continuous days of work.

Under the Consolidated Omnibus Budget Reconciliation Act (COBRA) and the California Continuation Benefits Replacement Act of 1997 (Cal-COBRA), EBAYC shall offer eligible employees the opportunity to continue their health plan coverage, who would otherwise lose coverage under the plan as a result of a life qualifying event including loss of other existing health coverage, reduction of work hours, and termination of employment.

## **Employee Assistance Program**

All employees have access to an Employee Assistance Program which offers a menu of free and confidential personal support services.

## Sick Leave

**Twelve-Month Employees** who work at least 30 hours per week accrue eight (8) hours per month, or fraction thereof, of paid Sick Leave up to a maximum of 192 hours. Accrual shall begin on the first day of employment.

Other employees accrue one hour per 30 hours worked up to a maximum of 48 hours. Accrual shall begin on the first day of employment. Employees cannot use any paid sick leave until after thirty (30) continuous days of employment.

Sick Leave may be used for the diagnosis, care or treatment of the employee's or the employee's immediate family member's illness, accident, disability, mental health treatment, or medical treatment, including preventative care visits to a doctor or dentist. For purposes of this section, "immediate family" shall include spouse, registered domestic partners, members of employee's kinship community, children, siblings, parents, parents in law, grandparents, uncles, aunts, and such other persons as the Executive Director may approve in individual cases.

In case of illness, the employee's supervisor must be notified in advance or at the beginning of the work day if the illness is unexpected. When an illness results in leave of more than three consecutive work days, the employee must submit a note from the physician specifying the nature of the illness and the date on which the employee can return to work.

Sick Leave may be used by employees to respond to an employee's or the employee's immediate family member's experience with a recent or past traumatic incident(s).

Accrued Sick Leave is not paid out at the termination of employment.

## Vacation Leave

1. Twelve-Month Employees that work at least 30 hours per week accrue eight (8) hours per month, or fraction thereof, of paid Vacation Leave, up to a maximum of 96 hours.
2. Twelve-Month Employees that work at least 30 hours per week accrue sixteen (16) hours per month, or fraction thereof, of paid Vacation Leave beginning their sixty-first (61<sup>st</sup>) month of continuous employment, up to a maximum of 192 hours.
3. Employees shall submit a written Vacation request and receive prior approval from their supervisor at least two weeks in advance. If the Vacation Leave Request exceeds ten (10) working days, the request shall be submitted thirty (30) days in advance. Vacation Request approval shall be contingent on the impact of program and organizational operations.
4. Upon an employee's termination of employment, EBAYC will pay out the employee's accrued unused Vacation Leave.

## **Holiday Leave**

Twelve-Month Employees that work at least 30 hours per week are eligible for Holiday Leave. EBAYC observes the following Holidays.

Martin Luther King Jr. Day:	1 Day
Presidents' Day:	1 Day
Memorial Day:	1 Day
Independence Day:	1 Day
Labor Day:	1 Day
Thanksgiving:	5 Days
Christmas & New Year:	10 Days

## **Bereavement Leave**

An employee may request paid time off in the event of the death of an immediate family member. For purposes of this section, "immediate family" shall include spouse, registered domestic partners, members of employee's kinship community, children, siblings, parents, parents in law, grandparents, uncles, aunts, and such other persons as the Executive Director may approve in individual cases. EBAYC will grant an employee up to three work day off with pay for Bereavement Leave.

Employees that wish to take Bereavement Leave must provide the documentation, and reasonable advance notice to their supervisor of the planned absence prior to taking the time off. Such Bereavement Leave may not exceed 3 days in any calendar year. If the Bereavement Leave exceeds three work days, employees are required to use accrued vacation or sick leave for purposes of work absence. Employees who do not have such accrued paid time off will receive the time off without pay.

## **Trauma Care Leave**

An employee may request paid time off in response to the employee's or the employee's immediate family member's experience with a recent or past traumatic incident(s). For purposes of this section, "immediate family" shall include spouse, registered domestic partners, members of employee's kinship community, children, siblings, parents, parents in law, grandparents, uncles, aunts, and such other persons as the Executive Director may approve in individual cases. EBAYC will grant an employee up to three work days off with pay for Trauma Care Leave.

Employees that wish to take Trauma Care Leave must provide the documentation, and reasonable advance notice to their supervisor of the planned absence prior to taking the time off. Such Trauma Care Leave may not exceed 3 days in any calendar year. If the Trauma Care Leave exceeds three work days, employees are required to use accrued vacation or sick leave for

purposes of work absence. Employees who do not have such accrued paid time off will receive the time off without pay.

## **Victims of Domestic Violence, Sexual Assault, and Stalking Leave**

Employees may request time off to seek medical treatment or legal proceedings regarding incidents of domestic violence, sexual assault, or stalking. The employee must present verification of the circumstance, and may use any accrued Sick Leave benefit during his/her leave. Any portion of the leave that occurs after all Sick Leave benefit has been exhausted shall be without pay.

## **Child Suspension Leave**

Employees may request time off to help their child with school suspension. The employee must provide written verification from the child's school, and may use any accrued Vacation Leave benefits for this purpose. Any portion of the leave that occurs after all Vacation Leave benefit has been exhausted shall be without pay.

## **Child School Activity Leave**

An employee who is a parent of a child attending kindergarten through grade 12, or a licensed child care provider, may request time off to: (1) to find, enroll the employee's child in a school or with a licensed child care provider; (2) to participate in activities of the employee's child's school or licensed child care provider; or (3) to address a child care provider or school emergency.

A "child care provider or school emergency" means that an employee's child cannot remain in a school or with a child care provider due to one of the following: (a) the school or child care provider has requested that the child be picked up, or has an attendance policy, excluding planned holidays, that prohibits the child from attending or requires the child to be picked up from the school or child care provider; (b) behavioral or discipline problems; (c) closure or unexpected unavailability of the school or child care provider, excluding planned holidays; or (d) a natural disaster, including, but not limited to, fire, earthquake, or flood.

Employees that wish to take leave to enroll their children or to participate in school or day care activities must provide documentation, and reasonable advance notice to their supervisor of the planned absence prior to taking the time off. Such time off may not exceed 8 hours in any calendar month. Employees requiring time off to address a child care provider or school emergency must give notice to their supervisor as soon as practical.

For purposes of this benefit, the term "parent" includes a parent, stepparent, foster parent, grandparent or a legal guardian. Employees are required to use accrued vacation or sick leave for



purposes of any planned absence. Employees who do not have such accrued paid time off will receive the time off without pay.

## **Voting Leave**

Employees may request time off to vote in an election. Employees must make the request two days in advance and may be paid up to a maximum of two hours on Election Day.

## **Jury Duty Leave**

- Employees may request time off to serve on jury duty, and must provide proof of the court summons. An employee may use any accrued Vacation Leave benefits during the period of his or her Jury Duty Leave. Any portion of a Jury Duty Leave that occurs after all Vacation Leave benefits have been exhausted shall be without pay.
- If an Exempt employee performs any work on the day of Jury Duty, the Exempt employee shall be paid for the entire work day.

## **Military Service Leave**

Employees that are members of a uniformed service are protected under the Uniformed Services Employment and Re-Employment Rights Act of 1994 (USERRA). Please see the attached pamphlet for more information.

## **Other Leaves**

EBAYC fully complies with Federal, State, and Local laws regarding employees' mandated leave that includes both job restoration and maintenance of benefits. Employees on Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), New Parent Leave Act (NPLA), and Pregnancy Disability Leave (PDL) will not continue to accrue EBAYC paid time-off. Upon returning to work, employees will begin to accrue paid time-off again according to the EBAYC leave policy described in this handbook.

Please see the attached pamphlets for more information about the types of leaves listed below.

1. Family and Medical Leave Act (FMLA)
2. California Family Rights Act (CFRA)
3. New Parent Leave Act (NPLA)
4. Pregnancy Disability Leave (PDL)
5. Paid Family Leave (PFL)

## **Unpaid Leave**

Employees who have worked a minimum of sixty (60) consecutive months may be granted Unpaid Leave, for a period not to exceed three months. An employee requests for Unpaid Leave is evaluated on his/her individual merits and can only approved by the Executive Director. Employees on this type of Unpaid Leave will not receive job restoration, or benefits maintenance coverage.

## **Americans with Disabilities Act**

EBAYC complies with the Americans with Disabilities Act and applicable state laws regarding disabilities. Reasonable accommodations may be made by EBAYC to enable individuals with disabilities to perform the essential functions of their jobs. In those circumstances where a disability cannot readily be determined, written verification of the disability from a qualified medical professional may be required in order for accommodation to be considered.

## **Child Labor Law**

Almost all employees under the age of 18 are covered by California's child labor protections. Under the California Labor Code, "minor" means any person under the age of 18 years who is required to attend school under the provisions of the Education Code. With limited exceptions, EBAYC will acquire the work permits before employing a minor. Permits are mandatory year-round even when school is not in session.

## **Child Abuse & Neglect Reporting Act**

EBAYC employees are expected to fully comply with the California Child Abuse and Neglect Reporting Act guidelines. This includes reporting suspicions of possible child abuse and neglect to the appropriate reporting agencies.

## **Immigration Reform & Control Act**

In compliance with the Federal Immigration Reform and Control Act, new employees shall present to EBAYC for inspection documents and/or identification from the list of valid documents contained in the instructions of the I-9 Form prior to the first date of employment.

## **Drug & Alcohol Free Environment**

EBAYC is a drug-free workplace. As such, we prohibit the use of any controlled substances, marijuana, or alcohol during work hours. If the employee is under the influence of drugs,

marijuana, or alcohol while at work, the employee shall be disciplined up to and including termination.

EBAYC considers an employee "on the job" whenever he or she is:

1. On EBAYC's property, including parking lots, at any time;
2. On the property and/or at the facilities of clients, partners, vendors;
3. Driving or riding as a passenger in an EBAYC vehicle or a private vehicle for which EBAYC reimburses expenses;
4. On EBAYC time even if off EBAYC premises (including paid lunch and breaks).

EBAYC strictly prohibits employees from the following while on the job:

1. Possessing, consuming alcohol or marijuana, and working or attempting to work while under the influence of alcohol or marijuana.
2. Possessing, consuming a controlled substance, and working or attempting to work while under the influence of a controlled substance.
3. Distributing, selling, manufacturing, dispensing, purchasing any controlled substances.

#### Alcohol Policy Exceptions

In limited circumstances, alcohol may be available at EBAYC-sponsored events. Employees are not required to consume alcohol as part of their jobs and, if they object to such use for personal or any other reasons, they are encouraged to decline to do so regardless of the circumstances. During these sanctioned events, it is an employee's responsibility to regulate alcohol consumption to a reasonable level. Even if some consumption of alcohol is acceptable under the strict guidelines of this policy, the employees involved must remain responsible for their behavior personally, act professionally at all times, and must not become impaired by such consumption while at the EBAYC sponsored functions.

#### Drug or Alcohol Rehabilitation

EBAYC will reasonably accommodate any employee who volunteers to enter an alcohol or drug rehabilitation program, if the reasonable accommodation does not impose an undue hardship on the organization. Reasonable accommodation includes time off with or without pay, and adjusting working hours. An employee who is absent for alcohol or drug rehabilitation can use accrued paid sick leave.

## **Expected Standards of Conduct**

To maintain a healthy work environment for employees, certain types of conduct are not permissible and may lead to disciplinary action. Although it is not possible to provide an exhaustive list of all types of impermissible conduct, the following are some examples:

1. Incompetent, inadequate, or careless performance of duties, including failure to maintain EBAYC standards of workmanship, productivity, and failure to follow safety procedures.
2. Insubordination, including improper conduct regarding a refusal to perform tasks in the appropriate manner as assigned by a supervisor.
3. Failure to report for work as scheduled or excessive absenteeism or tardiness.
4. Falsification of timekeeping records, or other EBAYC records.
5. Disclosing or using EBAYC's confidential or proprietary information without authorization.
6. Misuse, theft, or destruction of EBAYC property, the property of other employees, volunteers, partners, vendors, or clients.
7. Fighting or other inappropriate conduct while on the job.
8. Conducting any forms of harassment to anyone while on the job.
9. Any conduct that does not reflect the highest ethical standards or that could threaten the best interests of EBAYC.

## **Policy Against Workplace Harassment & Discrimination**

EBAYC is committed to providing a work environment free of unlawful harassment. EBAYC prohibits sexual harassment and harassment based on race, color, religion, pregnancy, age, national origin or ancestry, age, disability, veteran status, sexual orientation, gender, gender identity, gender expression, or any other basis protected by federal, state, or local law, ordinance or regulation. EBAYC also prohibits unlawful harassment based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. All such harassment is unlawful.

EBAYC supervisors are required to complete two hours of interactive Sexual Harassment Prevention Training within six months of hire or promotion, and every two years thereafter. All other employees are required to complete a one-hour session within six months of hire.

Prohibited unlawful harassment includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, swearing or cursing, slurs or unwanted sexual advances, invitations, or comments about an individual's body; sexually degrading words used to describe an individual; or suggestive or obscene letters, notes, e-mails or invitations.
- Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings, or gestures.
- Prolonged staring or leering which might be construed as sexual or threatening in nature.
- Physical conduct including assault, unwanted touching, intentionally blocking normal movements, challenging someone to fight or interfering with work because of sex, race, or any other protected basis.
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors.

- Repeated less favorable treatment of a person in the workplace including behavior that intimidates, offends, degrades or humiliates a worker, possibly in front of co-workers, clients or customers. This is defined as “bullying in the workplace”.
- Stalking including the use of electronic communications, such as text messaging, emails and social media, impeding a person’s movement, sexual battery or other improper activities as provided under state and federal law.
- Online harassment such as e-mails or attachments, materials posted about a person, chat room discussions, and viewing/downloading of online pornography, sexually offensive materials, or discriminating materials.
- Suggestive or obscene clothing, to include designs and printed matter or obscene tattoos, piercing and body art.
- Use of electronic devices to record audio, video and/or take photographs of any EBAYC employee, customer or third party without their prior consent.
- Any of the above behavior or conduct that offends or creates an uncomfortable or hostile work environment for a third party, including other employees.
- The use of threatening or intimidating language in regards to any violent or sexual conduct.
- Gossip about a fellow employee whether truthful or made up which can be hurtful, mean and disrespectful, and can create a hostile work environment for fellow employees; and
- Retaliation for reporting or threatening to report harassment.

These policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to EBAYC including outside vendors, consultants or clients. Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

## **Harassment Complaint Procedure**

EBAYC strictly enforces policy against harassment in the workplace. EBAYC will take every reasonable step to prevent harassment from occurring. However, if an employee believes that he/she is unlawfully harassed, the employee should report the incident immediately so that the complaint can be resolved quickly and fairly.

1. When possible, confront the harasser and tell him/her to stop. If you feel uncomfortable in doing so, please seek assistance from your supervisor.
2. Provide a written or oral complaint to your supervisor or Executive Director or Board Co-Chairs, as applicable, as soon as possible after the incident, and include all details of the incident, names of individuals involved, and the names of any witnesses.
3. Within one working day of receiving the complaint, the supervisor or Executive Director or Board Co-Chairs, as applicable will work with the EBAYC administrator to conduct a thorough and timely investigation of the harassment allegations.

4. If EBAYC determines that unlawful harassment has occurred, it will take effective corrective action in accordance with the circumstances. Any employee determined to be responsible for unlawful harassment will be subject to appropriate disciplinary action, up to and including termination.
5. EBAYC will not retaliate against the employee for filing a complaint. Furthermore, EBAYC will not tolerate or permit retaliation by management, other employees, witnesses, or others who may be involved in the investigation.

## **Grievance Procedure**

The Grievance Procedure intends to promote a positive working relationship within the organization. The Grievance Procedure affords the employee an opportunity to express his/her feelings toward the work situations, and a means by which complaints may be resolved at the lowest administrative level.

### **Grievance Procedure**

1. The employee shall discuss any problems with his/her immediate supervisor. If the outcome of these discussions is not satisfactory, the employee should take the next steps. Within 5 working days from the event causing the complaint, the employee may file a written grievance to the Executive Director.
2. Within 5 working days of the Executive Director's receipt of the employee's written grievance, the Executive Director shall confer with the employee and other parties involved in the grievance. Parties involved will present their views. The Executive Director shall seek to reach consensus among the parties on a resolution to the problem. If a consensus is not reached by the involved parties, the Executive Director shall make the decision. If the other party to the complaint is Executive Director, the procedures set forth in next step shall be executed by the Board Directors.
3. Within 5 working days of the employee's receipt of the Executive Director's written findings, the employee may file a written grievance appeal to the Board of Directors. Within 20 working days of the Board of Director receipt of the employee's written grievance appeal, the Board of Director shall convene a Grievance Appeals Hearing to determine facts and merits. The Board of Directors shall issue final writing findings to all parties within 20 workings of the Grievance Appeals Hearing.

## **Conflict of Interest**

An employee shall not engage in any activities which create a conflict of interest, or might appear to conflict, with the employee's responsibilities and obligations with EBAYC. This includes, but is not limited to making any decisions; taking any actions; or seeking to influence any decision or action that may appear to create or does create a conflict of interest involving EBAYC, EBAYC's business actions, or EBAYC personnel actions.

An employee who has a direct or indirect interest (whether through family or business relationships) in suppliers of goods and services to EBAYC should not act or be involved in decisions with respect to that interest.

An employee shall provide full disclosure of any business, personal or financial interest in which the employee might influence or might appear to influence his or her official decisions or actions on behalf of EBAYC.