

VENTURA COUNTY BAR
ASSOCIATION
EMPLOYEE HANDBOOK

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INTRODUCTION

Welcome to the Ventura County Bar Association (“VCBA”) Clearly the most important asset of any organization is its employees. At the heart of every successful enterprise is a group of people who work in concert toward a common goal. We believe that VCBA is such an organization. I would like to take this opportunity to welcome you to VCBA.

Steve Henderson
Executive Director

THIS HANDBOOK

The contents of this Employee Handbook are presented for your information. We hope that it will not only introduce you to the VCBA (the "Association"), but that it will also enhance your job performance and satisfaction. However, this Employee Handbook, except as noted below, is not a contract for, or a guarantee of, employment or continuing employment.

THE ASSOCIATION RESERVES THE RIGHT TO MODIFY OR CHANGE ANY OF THE POLICIES OR PROCEDURES CONTAINED IN THIS HANDBOOK FROM TIME TO TIME AS MAY BE NECESSARY. HOWEVER, NO ORAL STATEMENTS, REPRESENTATIONS OR PRACTICES OF ANY OFFICER OR EMPLOYEE OF THE ASSOCIATION WILL ACT TO MODIFY OR CHANGE ANY OF THESE POLICIES OR PROCEDURES. ALL CHANGES WILL BE IN WRITING.

Each employee of the Association is an at-will employee, unless specifically notified otherwise in writing. This means that your terms and conditions of employment may be changed with or without cause. It also means you may terminate your employment at any time, for any reason, and the Association has the same right to terminate your employment at any time for any reason. This at-will relationship cannot be modified or changed during your employment except by specific written agreement between you and the Association, signed by the Executive Director or VCBA President.

I. EMPLOYMENT POLICIES

1.1 EQUAL EMPLOYMENT OPPORTUNITY

It is the established policy of the Association to provide equal employment opportunity to all qualified persons and to administer all aspects and conditions of employment without regard to race, religious belief, color, sex, pregnancy, age, national origin, ancestry, sexual orientation, gender identification, physical or mental disability, that does not impact an ability to perform the job, medical condition, marital status, status as a veteran or qualified disabled veteran or any other protected classification, in accordance with applicable law.

The Association affirms its commitment to provide a work environment free from discrimination and harassment. Abuse of the dignity of anyone through ethnic, racist or sexist slurs, or through other derogatory or objectionable conduct, is offensive employee behavior. Any employee who harasses another employee or an applicant for employment because of race, religious belief, color, sex, pregnancy, sexual orientation, gender identification, age, national origin, ancestry, physical or mental disability, medical condition, marital status, or any other protected classification, will be subject to disciplinary action, up to and including termination.

The Association will make reasonable accommodations for the known physical or mental disabilities of an otherwise qualified applicant for employment or employee, unless undue hardship would result. Any applicant or employee who requires accommodation in order to perform the essential functions of a job should follow the instructions in the Open Door Policy. The applicant or employee should advise the Association what accommodations he or she believes are needed in order to perform the job. The Association will work with the applicant or employee to determine possible accommodations, if any. If accommodation is reasonable and will not impose undue hardship upon the Association, the Association will make the accommodation.

1.2 POLICY AGAINST HARASSMENT

The Association is committed to providing a work environment free of harassment. The Association policy prohibits sexual harassment, and harassment based on pregnancy, childbirth, or related medical conditions, race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, or local law or ordinance or regulation. The Association's anti-harassment policy applies to all persons involved in the operation of the Association and prohibits harassment by any employee or independent contractor of the Association, as well as outside persons having contact with the Association's employees (this includes our membership, clients or potential clients, vendors, delivery persons, etc.).

This policy is intended to serve as a workplace rule that sets the standard of expected behavior for all employees and various third parties while in the workplace. The Association will not tolerate harassment or discrimination of any kind, either against

co-workers, independent contractors, customers, or any other outside person(s) having contact with the Association.

Harassment includes verbal, physical and visual conduct where:

(1) Submission to the conduct is made either an explicit or implicit condition of employment or business, service or professional relationship;

(2) Submission to or rejection of the conduct is used as a basis for an employment decision or decision affecting the terms of a business, service or professional relationship;

(3) The harassment interferes with work performance or creates an intimidating, hostile or offensive work environment. It can take many forms and includes, but is not limited to, the following: slurs, jokes, statements, email messages, gestures, assault, impeding or blocking another's movement or otherwise physically interfering with normal work, pictures, drawings or cartoons based upon sex, race, color, national origin, religion, age, physical disability, mental disability, medical condition, ancestry, marital status, sexual orientation, family care or medical leave status, veteran status or any other basis protected by law; or

(4) Retaliation is taken against an individual for reporting or threatening to report harassment.

Sexual harassment, in particular, refers to all of the prohibited conduct described above, as well as unwelcome conduct such as requests for sexual favors, conversation containing sexual comments and other unwelcome sexual advances. Sexually harassing conduct includes any prohibited conduct performed by a person of either the same or opposite sex as the person who is the subject of the harassment.

1.3 REPORTING HARASSING CONDUCT TO THE COMPANY

If you believe you have been harassed or have witnessed an incident of harassment, submit an oral or written complaint to your own or any other Company supervisor, the Executive Director, or VCBA President as soon as possible after the incident.

Your complaint should include details of the incident or incidents, names of the individuals involved, and names of any witnesses. The Association will immediately undertake an effective, thorough and objective investigation of the harassment allegations.

It is the obligation of all employees to cooperate fully in the investigation process. In addition, disciplinary action will be taken against any employee who attempts to discourage or prevent any harassment victim from using the Association's complaint procedure to report harassing conduct.

If it is determined that harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by the Association to be responsible for harassment will be subject to appropriate disciplinary action, up to and including termination. A Company representative will advise all parties concerned of the results of the investigation. The Association will not retaliate against you for filing a complaint and will not tolerate or permit retaliation by management, employees or co-workers.

The Association encourages all employees to report any incidents of harassment forbidden by this policy immediately so that complaints can be quickly and fairly resolved. You also should be aware that the federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment in employment. If you think you have been harassed or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency. The nearest agency office is listed in the telephone book.

1.4 IMMIGRATION LAW COMPLIANCE

The Immigration Reform and Control Act of 1986 requires the Association to verify all employees' identity and their right to employment in the United States. This is an obligation with respect to temporary employees as well as regular employees. In keeping with this obligation, documentation showing a person's identity and legal right to work must be inspected. This verification must be completed with the Association within three (3) working days after the hire date.

All offers of employment and continued employment for positions in the United States are contingent upon furnishing satisfactory evidence within the designated time requirements.

The Association will monitor the expiration dates of identity and legal authorizations to work in the United States. If an employee's right to work expires, the employee will be put on an inactive status, and will have five (5) business days to submit a renewed documentation of his/her right to work or the employment will be terminated. Any employee who is affected by immigration laws is expected to notify the Association at the time of any change in status.

1.5 EMPLOYMENT STATUS

1.5.1 Regular Full-Time Employee

A regular full-time employee is one who is scheduled to work forty (40) hours in a work week. A regular full-time employee is entitled to all Company benefits described in this Handbook.

1.5.2 Regular Part-Time Employee

A regular part-time employee is one who is scheduled to work less than forty (40) hours in a work week. Regular part-time employees, at the discretion of the Executive Director, may be eligible for some employment benefits as described in this Handbook.

1.5.3 Temporary Employee

A temporary employee is one who is scheduled to work a limited period of time not to exceed ninety (90) days. A temporary employee may be either full time or part time. A temporary employee will receive no benefits. Should a temporary employee be transferred to a regular position, service credit for merit review eligibility and all benefits except group insurance shall be based on the employee's initial hire date.

1.5.4 Exempt Employee

An exempt employee is one who, by virtue of his or her duties and responsibilities, does not fall under certain wage and time requirements of federal and state regulations. An exempt employee does not receive overtime or compensatory time off nor does he or she follow the same time card procedures as a nonexempt employee. Management will inform all exempt employees in writing of their status and responsibilities at the time of hire, rehire or promotion.

1.5.5 Nonexempt Employee

A nonexempt employee is one who is paid on the basis of hours worked per pay period and who receives compensation for authorized overtime. Nonexempt employees are required to record their hours worked on a time clock. All employees, unless notified otherwise by management, are nonexempt.

1.5.6 Introductory Period

The first six (6) months of employment are an introductory period for all newly hired employees. During the introductory period, the Association will evaluate the employee's work attitude, attendance, and ability to work with other employees and supervisors. Likewise, during this period, the employee will have the opportunity to determine if he or she is satisfied with the position and working environment. After the satisfactory completion of the employee's introductory period, the employee becomes a regular (full or part-time) employee. Completion of the introductory period does not change or alter the at-will employment relationship. You and the Association continue to have the right to terminate your employment at any time, with or without cause or notice, and the Association has a similar right.

1.5.7 Outside Employment

You may not engage in outside employment or in any other business activity that constitutes a conflict of interest or interferes with your job performance

either directly or indirectly. Prior to accepting outside employment, you must advise your supervisor in writing of the name of the potential employer.

If authorization is given, but a conflict subsequently arises or you are unable to maintain a high work performance standard at the Association as a result of your employment at the outside job, you will be required to resign your position with the outside employer as a condition of continued employment with the Association. Failure to do so will result in immediate termination.

1.5.8 Reference Checks

Your job references will also be checked. Employees who drive Association or personal vehicles on Association business will be required to have and maintain a valid California driver's license and be eligible for coverage under the Association's insurance policy. Any applicant who submits incomplete or false information will not be eligible for employment. If the false or incomplete information is not discovered until after employment has started, the employee will be terminated.

1.6 **CONDITIONS OF EMPLOYMENT**

1.6.1 Work Schedules

In order to provide coverage for our membership and clients, the office is normally open from 8 a.m. to 5 p.m., Monday through Friday. You will be assigned a work schedule that will normally total forty (40) hours per week, but flexible schedules may be authorized by the Executive Director.

These schedules are subject to change as necessary to meet the needs of the Association. Any changes will be given with reasonable notice to facilitate your personal planning.

1.6.2 Meal Periods

Employees are provided a one (1) hour unpaid meal period every day. That meal period will usually be from 12 noon to 1 p.m., or depending on your schedule.

You may not waive your meal period to shorten your work hours or to be used in lieu of time without pay. Meal periods will be assigned by your supervisor in order to ensure continuous telephone coverage in your department. Any changes must be approved by your supervisor.

All nonexempt employees must clock out at the beginning of their meal period and clock in at the end of their meal period.

If the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the Association and employee. Any employee who works more than ten (10) hours per day must take a second meal period of not less than thirty (30) minutes, except that if the total hours

worked are no more than twelve (12) hours, the second meal period may be waived by mutual consent of the Association and employee only if the first meal period was not waived.

1.6.3 Rest Periods

All full-time nonexempt employees are provided one (1) ten (10)-minute paid rest period during every four hours of work. The rest period should be taken in the middle of the four-hour work period as much as possible. Part-time employees, who work three and one half (3.5) hours or more in a work day, will be granted rest periods depending on the number of hours they work and the applicable law.

These rest periods will be designated by your immediate supervisor and may not be added to your meal period to lengthen it, nor skipped to shorten your duty hours, and may not be accumulated for use at another time. If you are unable to take a rest period for any reason, please discuss it with your supervisor.

1.6.4 Lactation Accommodation

The Association will provide a reasonable amount of unpaid break time to express milk in private in an area to be designated by the employer. The employee should use her regular paid rest periods for this purpose. If additional break periods are required to express her milk, they will be unpaid.

1.6.5 Attendance

a. Absences

If, for any reason, you cannot report to work, for all or any part of a work day, you must notify your supervisor no later than thirty (30) minutes after your starting time. If your supervisor is not available, you must speak to the manager in charge.

If you are absent more than one (1) day, you must give the same notice each day of absence, unless a specific date for your return to work has been given. If you are absent for three (3) consecutive days and have not provided proper notification, management will consider you to have abandoned your position and you will be terminated.

If you have been absent due to illness for three (3) or more consecutive days, you must present a doctor's certificate to your supervisor upon your return to work.

Except for emergency situations and unexpected illness, in order for an absence to be approved, it must be requested in advance and approved by your supervisor.

Management reserves the right to require proof of illness, accident or emergency. Excessive unauthorized absenteeism negatively impacts an employee's job performance and will result in disciplinary action, up to and including termination.

b. Tardiness

You are expected to begin work at your scheduled starting time and promptly after the lunch break. You will be considered tardy if you clock in after your scheduled starting time or your scheduled return from lunch break. Repeated tardiness will impact negatively on your performance evaluation and may be cause for disciplinary action, up to and including termination.

1.6.6 Overtime

At times, it is necessary to have employees work overtime. When called upon, you are expected to work reasonable and necessary overtime. Repeated refusal or unavailability to work overtime may result in termination. All overtime must be authorized by your supervisor in advance and must be initialed by your supervisor on your time sheet. Working unauthorized overtime shall result in disciplinary action, up to and including termination.

Overtime pay shall be paid to nonexempt employees in accordance with applicable law.

1.6.7 Make-Up Time

Employees may be entitled to make up requested time off in certain circumstances, without incurring reductions to the employee's accrued vacation pay. If an employee desires to take off a few hours during a work week, the employee may request in writing to make up the time off on another day(s) during the same work week. Approval of such requests is within the complete discretion of the Association and must be made in writing. If the request is approved, the employee generally will not receive overtime pay for such work, even if the work would otherwise create an overtime situation (such as working 10 hours on a Monday in anticipation of taking two hours off on the following Thursday; the extra two worked hours on Monday would be paid at the employee's straight time rate). If the employee works more than 11 hours in a day, including make-up time, the hours worked in excess of 11 shall be compensated at the applicable overtime rate.

1.6.8 Performance Reviews

We understand and appreciate the fact that all employees want to know how their performance is viewed by their supervisor and management. Reviews also provide an opportunity for the employee to discuss and clarify the requirements of the job and the Association's expectations of him or her.

Employees are generally reviewed at the end of their introductory period and thereafter approximately on their anniversary date of hire. A positive performance review does not change the employee's status as an at-will employee.

1.7 COMPENSATION

1.7.1 Pay Period/Pay Day

The standard work week begins at 12:01 a.m. on each Monday and ends at midnight on the following Sunday. You will receive your paycheck on the 15th and last day of the month. If an Association holiday falls on this date, paychecks will be issued on the day before whenever possible.

No person other than the employee may pick up an employee's check unless he or she has written authorization from the absent employee to do so. Vacation checks may, at the sole discretion of the Executive Director, be issued in advance if requested two (2) weeks before the vacation begins.

You may choose to have your paycheck deposited automatically into your checking or savings account. Forms for enrolling in the Automatic Deposit program are available from the Association.

1.7.2 Payroll Deductions

Deductions will be made as required by state and federal law. These currently include: Social Security (FICA), State Disability (SDI), and state and federal income taxes.

Other deductions, such as employee health insurance contributions, may also be made if authorized in writing by the employee.

1.7.3 Payroll Errors

Any questions regarding errors, inclusions or omissions on your paycheck must be reported to your supervisor immediately, and in no event later than forty-eight (48) hours after receipt of the paycheck. Corrections will be made on the next paycheck.

1.7.4 Time Records

All nonexempt employees must use the Ventura County Bar Association Time Report to record their daily hours worked. You must clock in at the beginning of your work day, out for lunch, back in from lunch and out at the end of the day, and whenever you leave the premises for any reason other than rest breaks or Company business.

For payroll purposes, you will be paid in fifteen (15) minute intervals with your time rounded up or down to the nearest fraction. For example, start time is **[8:00]** a.m., lunch is **[12:00-12:30]** and quitting time is **[4:30]** p.m., and a **[15]** minute interval is

used. If you clock in at 7:53 a.m. and out to lunch at 12 p.m., the time worked will be four (4) hours because 7:53 a.m. is closer to 8:00 a.m. than it is to 7:45 a.m. If you clock in at 8:12 a.m. and out at 12 p.m., that will be 3 hours and 45 minutes because 8:12 is closer to 8:15 than to 8:00.

You may not clock in sooner than or clock out later than fifteen minutes before your authorized starting time without permission from your supervisor.

If you forget to record your time, you must report this to your supervisor immediately so that the supervisor can correct the time card. Similarly, if there are any errors on your time card, you must bring them to the attention of your supervisor immediately. The supervisor will make the necessary corrections. Any hours punched in excess of your normal hours (e.g., overtime) must be approved and signed by your supervisor.

All time cards are pulled and replaced by new ones at the end of every work week and must be signed by you no later than the end of your last work day in the work week.

Unauthorized use of or tampering with the time clock, punching another employee's time card, allowing another employee to punch your time card or writing on your or another employee's time card is prohibited. Doing so may result in immediate termination.

II. BENEFITS

2.1 VACATIONS

The Association grants vacations with pay to provide qualified employees with periods of rest and relaxation away from their regular job duties. Regular full-time employees are eligible for paid vacation. New employees do not earn vacation during their 6-month introductory period.

You will earn vacation depending on your length of employment with the Association. After you complete your introductory period, you will begin to earn 40 hours (5 days) vacation through the twelfth month of your employment. After you complete your twelfth month of employment, you will begin to earn 80 hours (10 days) vacation annually. After you complete your fifth year of employment, you will begin to earn 120 hours (15 days) vacation annually. After you complete ten years of employment, you will begin to earn 160 hours (20 days) vacation annually.

You will receive vacation pay based on your current straight-time hourly rate at the time vacation is taken. Vacation cannot be taken in advance of it having been accrued.

Accrued vacation may be carried over from year to year. However, once you have accumulated twice as many days as your current annual benefit, you will stop

accruing vacation days and will earn no more vacation days until you have taken vacation sufficient to bring you below the maximum allowable accrual.

Upon termination, all accrued but unused vacation will be paid to you.

You will not accrue vacation benefits while on a leave of absence, including a worker's compensation leave. You will not receive additional vacation time due to illness or disability occurring while on vacation.

If a designated paid holiday is observed during your vacation period, it will not count against your vacation bank.

All requests for vacation must be submitted at least thirty (30) days in advance. Vacation time and dates must be approved in advance by your immediate supervisor. In the event of a conflict in scheduling vacations, seniority will be given preference in determining vacation schedules when all other factors are equal.

The Association reserves the right to defer an employee's vacation request if necessitated by business needs, to require employees to take vacations at certain times, to schedule an employee's vacation if the employee fails to schedule vacation or if the Association deems such action appropriate, and to shut down all or any part of the Association for vacation purposes as circumstances may prescribe.

2.2 HOLIDAYS

Subject to applicable law, regular full-time employees who have completed their 6-month introductory period will be given the following holidays off with pay each year:

- New Year's Day
- Dr. Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Holidays falling on Saturday will be observed on Friday. Holidays falling on Sunday will be observed on Monday.

You will be paid at your regular straight-time hourly rate in effect at the time the holiday is observed. Part-time employees' pay will be pro-rated based on the number of hours per week scheduled to work.

In order to be eligible for holiday pay, you must work the last scheduled work day immediately prior to and the first scheduled work day immediately after the designated holiday, unless your absence is excused. If you are scheduled to work on a designated holiday but do not report for work and are not excused, you will forfeit holiday pay.

2.3 SICK LEAVE

Regular full-time employees are eligible for sick leave as follows: Sick leave will be based on the anniversary date of employment. In the case of an employee who has been with the VCBA less than one year, sick leave will be prorated in the manner described below.

a. First Six Months of Employment: An employee is not entitled to any paid sick leave during the first six months of employment.

b. Second Six Months of Employment: After this period, an employee is entitled to a sick leave credit of 4-1/2 hours per month times the number of months remaining in the first year of employment.

c. After First Year of Employment: All employees in this category are entitled to 54 hours paid sick leave PER YEAR. This is in the nature of a credit; after the credited time has been used in any calendar year, the employee shall not be paid for time off for illness.

Any unused sick leave at the end of the calendar year will be paid to the employee as a bonus. Sick leave is paid at your regular straight-time hourly rate. No payment is made for unused sick leave time upon separation from employment.

No employee will receive payment for sick leave beyond the amount of benefit to which he or she is then entitled. The Association will not "advance" sick leave against future benefits. Absence due to illness in excess of your sick leave benefits will be without pay, unless you request payment of accrued vacation.

Sick leave may not be used for vacation or personal time off, but may be used for medical or dental appointments. To be eligible to receive sick leave, proper notification of absence as previously described in this Handbook is required. You must keep your supervisor informed as to when you expect to return to work. The Association reserves the right to require a written statement from your physician certifying your ability to return to work.

You may also use your annual earned sick leave to attend to the illness of your spouse, child, parent, or registered domestic partner.

If absence due to illness extends beyond eight (8) days, or if you are hospitalized, you should file a claim with the California Employment Development Department for State Disability Insurance. If hospitalized, you may receive benefits from the first day. If not hospitalized, benefits begin after eight (8) days. You may obtain information and claim forms from the Association.

2.4 LEAVES OF ABSENCE

2.4.1 Pregnancy-Related Disability Leave

Under the California Fair Employment and Housing Act (FEHA), if you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take an unpaid pregnancy disability leave (PDL). During your pregnancy, you may request a modification of your job duties or a transfer to a less strenuous or hazardous position, if this modification or transfer is medically advisable and can be reasonably accommodated.

The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth or related medical conditions up to four (4) months (or 88 work days for a full-time employee) per pregnancy. At the end of your leave, you will be reinstated in the same or a substantially equivalent position unless your position has been eliminated because of a change in business conditions or operations.

The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis. Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth and recovery from childbirth would all be covered by your PDL. You will be required to obtain a certification from your health care provider of your pregnancy disability or the medical advisability for a job modification or transfer. Before returning to work after a disability leave of absence, a written statement from your physician, stating your ability to return to your regular duties and any limitations, is required.

You will be required to make monthly payments for your dependent's portion of health and dental coverage during your leave of absence. The Association will continue to pay its share of medical and other benefits for a period of three (3) months. Failure to make timely payment for coverage may result in cancellation of that coverage. If you wish to take an unpaid disability leave of absence, you should consult the Association regarding continuous coverage. At your option, you can use any accrued vacation or other accrued time off as part of your PDL before taking the remainder of your leave as an unpaid leave. We may require that you use up any available sick leave during your leave. You may also be eligible for State Disability Insurance for the unpaid portion of your leave.

If you want more information regarding your eligibility for a leave, the impact of the leave on your seniority and benefits, and our policy for other disabilities, please contact the Association.

2.4.2 Paid Family Leave

California law allows employees to take up to six (6) weeks of absence for the care of an ill family member, defined as parent, child, spouse or registered domestic partner. Although the Association does not pay for this leave, you may be eligible to receive payments from the state Employment Development Department. Employees contribute to the cost of this insurance through payroll deductions. For further

information on this new benefit and whether you will be guaranteed reinstatement, please contact the Association.

2.4.3 Jury Duty/Appearance as a Witness

Subject to applicable law, the Association will grant employees time off with pay to serve on jury duty. If you are summoned for jury duty, you should present the summons to the Executive Director and arrange for time off. While on jury duty, you must submit to the Association a jury attendance report, signed by a court official at the end of each week of jury duty.

On any day when you are not required to report to the court, or are excused early, you are required to report to work, provided there is sufficient time remaining before the end of your regular shift to work at least two (2) full hours.

Employees who are subpoenaed as a witness shall be given time off without pay as needed. You should present a copy of the subpoena to the Association.

2.4.4 Victims of Domestic Violence, Sexual Assault or Other Crime

Employees who are victims of domestic violence, sexual assault or other crime shall be given time off without pay as necessary for obtaining legal relief, including but not limited to a temporary restraining order or other injunctive relief for the employee's protection as well as his/her child's protection. Time off from work is also extended to employees who are not the victims of a crime but are related to such victims, including a spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather, or registered domestic partner.

2.4.5 Military Leave

Employees who enter full-time duty in the armed services shall be granted all benefit and reinstatement rights as required by applicable law, including the Veterans Reemployment Rights Act. Employees who are members of a National Guard or Military Reserve unit will be granted an unpaid leave of absence for annual military training, which is normally two (2) weeks per year. Employees who are activated for a prolonged or indefinite period of service will be granted military leave of absence without pay. You must present your supervisor with your official duty orders along with a written request for such a leave of absence. You may elect to take the time off without pay, to receive your full annual vacation benefit or to receive vacation pay only for that portion of time not covered by your military base pay.

2.4.6 Bereavement Leave

Regular full-time employees will be granted a paid leave of up to three (3) days in the event of the death of an employee's spouse, child, mother, father, sister, brother or registered domestic partner. Bereavement leave must be approved by the Executive Director. The Association reserves the right to request satisfactory evidence with your request to take bereavement leave.

2.4.7 Time Off to Vote

If you do not have sufficient time outside of working hours to vote in any general or special election, you may take up to two (2) hours of paid time off to vote. Such time shall be at the beginning or end of your work day unless you and your department head mutually agree upon a different time during voting hours. Time off should be scheduled at least two (2) days in advance.

2.4.8 Visiting Child's School (Labor Code § 230.7)

Any employee who is a parent or guardian of a pupil and who is requested to appear at the pupil's school pursuant to section 48900.1 of the Education Code will be granted time off without pay, provided the employee gives reasonable notice to his or her supervisor.

Any employee who is a parent, guardian or grandparent having custody of one or more children in Kindergarten or grades 1-12, inclusive, or attending a licensed day care facility, may take up to a total of forty (40) unpaid hours for all such children each school year, not exceeding eight (8) hours in any calendar month of the school year, to participate in activities of the school of any child, provided the employee gives reasonable notice to his or her supervisor. The employee can utilize existing vacation time for this purpose. If two (2) eligible employees want to take leave simultaneously to attend the activity of the same child, the employee who first gives notice to the employer shall be granted the time off. The second employee may take the time off at the same time only if he or she is granted permission to do so within the discretion of the Association.

2.4.9 Volunteer Firefighter/Peace Officer/Rescue Personnel

A Company employee who is a volunteer firefighter, reserve peace officer or emergency rescue personnel may take all necessary time off from employment to perform his/her emergency duty as a volunteer firefighter, peace officer or rescue personnel, without compensation by the Association.

2.4.10 Reservation of Right by the Association

This section sets forth only a maximum of the discretionary time allowed for leaves of absences, and is not to be construed as an indication of entitlement to a leave of the maximum duration for any employee. Furthermore, other than as dictated by law in cases of FMLA and pregnancy disability leaves of absence, the Association reserves the right to fill or eliminate the employee's position as required by business necessity (e.g., the Association's ability to find a qualified temporary replacement).

2.5 GROUP INSURANCE

The Association provides medical and dental coverage for all regular full-time employees. You will be eligible to enroll on the first day of the month after successful completion of ninety (90) days of employment. The Association will pay 100% of the

premium for the employee. Dependent coverage will be paid by the employee. The employee will pay his or her share through payroll deductions. An employee's registered domestic partner is also eligible for dependent coverage.

Upon termination, you will be covered through the end of the month. After that, you may be eligible to continue coverage through the COBRA program. Our group insurance benefits may change from time to time, and while we will make every effort to maintain group insurance, we cannot guarantee it because of changes that might take place in the insurance market. Further details and information regarding the group insurance program may be obtained from the Association.

2.6 RETIREMENT PLAN

Upon completion of one (1) year of employment, and if you are at least twenty-one (21) years of age, you will be eligible to participate in the Association's Retirement Plan. Information regarding the plan is available from the Association.

III. GENERAL POLICIES

3.1 CONFIDENTIAL INFORMATION

The Association expends its resources to develop confidential information and trade secrets that are essential to the Association, its membership and clients and the future security of its employees. The Association's confidential information and trade secrets are developed by employees of the Association as part of their job duties and responsibilities. Employees may not disclose any trade secrets or confidential information.

Employees must take great care to protect the Association's trade secrets and other confidential information. The names of clients, vendors and other potential clients, along with information about each, are to be kept confidential at all times. This includes written information and information contained in computer databases.

Confidential and trade secret information is to be stored in a manner that maintains the confidentiality of the information.

In order for the Association to properly protect its confidential and trade secret information, and to prevent others from unfairly competing by using such information, it is essential that employees abide by these policies and procedures.

3.2 DRESS CODE

Employees are expected to report to work in attire that is suitable to the type of work done and the environment in which the employee is working. Clothing should be neat, clean, in good taste and should not constitute a safety hazard. In general, each employee is expected to use good judgment and to groom himself or herself in accordance with accepted industry standards.

3.3 SMOKING

Smoking is allowed only in designated smoking areas and not within 20 feet of any building entrance.

3.4 THE COMPANY I.T./COMMUNICATIONS SYSTEM

All Company communication services and equipment, including the messages transmitted or stored on them, are the sole property of the Association. The Association will access and monitor employee communications and files. Communications equipment and services include mail, electronic mail ("e-mail"), courier services, facsimiles, telephone systems, voicemail, personal computers, computer networks, on-line services, Internet connections, computer files, telex systems, video equipment and tapes, tape recorders and recordings, pagers, cellular phones, Blackberries and bulletin boards. As technology progresses, there will no doubt be additions. This system is Company property and should only be used for Company business.

You are requested not to use the Association communications system for personal business except in emergency situations. Employees may be required to reimburse the Association for such use.

Using the e-mail or Internet system to harass others or send and receive anonymous messages is expressly prohibited. Employees may not use the Association communications system for personal use unless prior permission has been obtained. Employees may be required to reimburse the Association for such use.

E-mail and Internet information is limited to those with a need to know. Thus, employees should disclose information from the systems only to authorized personnel. Employees have no personal rights in any materials created, received or sent through the e-mail or Internet system.

Employees should not attempt to gain access to another employee's personal file of e-mail or voice mail messages without the latter's express permission; however, the Association may do so at any time, with or without prior notice.

The Association retains access to all files. System security features, including passwords and message delete functions, do not neutralize the Association's ability to access any message at any time. Employees must be aware that the possibility of such access by the Association always exists.

Management reserves the right to access and monitor all Company computers, e-mail, telephone calls, voice mail messages or any other part of our present or future Company communications system at any time. Therefore, employees should not have any expectation of privacy in the contents of and their use of this or any other Company equipment that they may use from time to time.

Transaction records associated with Internet access, such as the identity of the Web site visited, the internal Web pages viewed and any information downloaded, can

be monitored by the Association. All Web pages, documents, or messages created, sent or retrieved over the Association's systems are the property of the Association, and there is no expectation of privacy in the use of Company systems. Anyone found to be abusing these privileges will be subject to corrective action up to and including termination. The Association also reserves the right to advise appropriate legal authorities of any illegal activities.

3.5 USE OF PERSONAL COMMUNICATION DEVICES

3.5.1 Purpose

Because they create distractions and disrupt regular work routines, the use of personal communication devices such as cell or portable phones and audible pagers is prohibited during work hours and in work areas, unless the company has provided such device(s) to the employee for business use only.

3.5.2 Camera Cell Phones

Camera cell-phones can be used to take pictures in bathrooms and locker rooms without a subject's knowledge or approval. As a result, the possibility of sexual harassment suits in the workplace has risen dramatically because of the risk of inappropriate picture taking. Camera phones can also be used to capture confidential or company trade secret information. Camera cell-phones, therefore, are never to be used for taking pictures on company property without the written consent of the Association.

3.5.3 Usage at the Workplace

Employees must not make, return, or receive calls on personally owned portable phones during work hours or in work areas. Employees may make, return, or receive such calls only in non-work areas during official breaks from work. Any employee carrying a non-company-issued pager with an audible alarm must ensure the alarm is turned off during work hours and in work areas.

Limited and temporary exceptions to this policy permitting the use of personally owned communications devices for ongoing personal emergency situations (such as the imminent birth of a child) can be made only with the prior and continued approval of the employee's supervisor. In the case of an accident to a family member or other urgent personal emergency where the employee's supervisor or HR representative cannot be immediately contacted for permission, reasonable and appropriate use of personal communication devices is permitted.

All policies that apply to business telephones and other business property also apply to cell phones used by an employee for business purposes. Generally, confidential information is not to be discussed over cell phones and cell phones may not be used for any unlawful or inappropriate purpose.

Absent prior approval from the employee's supervisor, cell phones calls are not to be forwarded to business telephones and phone calls from business telephones are not to be forwarded to cell phones.

3.5.4 Use of Cell Phone While Driving

The use of a cell phone while driving may present a hazard to the driver, other employees and the general public. This policy is meant to ensure the safe operation of company vehicles and the operation of private vehicles while an employee is on work time and conducting business.

Employees are permitted to use hands-free cell phones to make and receive telephone calls while driving. Such calls should be kept short and should the circumstances warrant (e.g., heavy traffic, bad weather), the employee should safely stop his or her vehicle in a location designated as an area for parking a vehicle before continuing, making, or receiving the telephone call.

Employees must adhere to all federal, state and local rules and regulations regarding the use of cell phones while driving. Accordingly, notwithstanding company policy permitting such use, employees must not use cell phones while driving if it is prohibited by law, regulation or other ordinance. If you are not sure whether the use of a cell phone while driving is prohibited in a particular area, please check with the Human Resources Department.

3.6 COMPANY PROPERTY

Employees are expected to exercise due care in the use of Company property and to utilize such property only for authorized purposes. Negligence in the care and use of Company property may be considered cause for disciplinary action, up to and including termination.

No supplies or Company property may be taken home without prior approval of your supervisor. Unauthorized use or removal of Company property from the premises, including unauthorized use of Company vehicles, is prohibited and may lead to disciplinary action, up to and including termination.

Company property issued to employees must be returned to the Association at the time of termination, or at any time when requested by a supervisor.

3.7 SUGGESTIONS

The Association encourages its employees to make suggestions regarding possible improvements in Company operating procedures. Suggestions should be submitted in writing, although management will, of course, be happy to discuss any suggestions personally with the originator.

3.8 BULLETIN BOARDS

Information regarding working hours, safety, Company policies and other matters pertaining to your employment is posted on the bulletin boards. In addition, notices of available discounts, job openings and other items of interest to employees are posted on the bulletin boards. Personal material, including ads, may be posted on available bulletin boards provided that each item is dated and removed after a reasonable time. All posted material must receive the advance approval of the Executive Director.

3.9 EMPLOYMENT REFERENCES

In response to requests for employment verification or information, the Association will give only dates of employment and positions held. If you want any additional information released, you must authorize this in writing.

3.10 PERSONNEL AND PAYROLL INFORMATION

Each employee's name, home address and telephone number are kept by the Association so that an employee can be reached in an emergency. Neither an employee's telephone number nor his or her address will be released to anyone outside the Association without the employee's written permission.

Your personnel file has restricted access. You and management may have access. In the event that you wish to review your personnel file, you must do so in the presence of the Executive Director or designee. You may review your personnel file by making written request to the Executive Director.

You may also examine your payroll records in the presence of the Executive Director or designee within twenty-one (21) days of making an oral or written request to the Executive Director. You may request copies of your payroll records and the Association may charge you its cost for making such copies.

3.11 USE OF PERSONAL VEHICLES ON COMPANY BUSINESS

You may be required to use your personal automobile on Company business. However, you may not drive your personal automobile on Company business unless you have received permission from the Executive Director. You must provide a copy of a current valid California driver's license, proof of insurance for at least the statutory minimums and a current DMV driving record report. These must be kept current during your employment.

You will be reimbursed for the use of your automobile through mileage reimbursement at the prevailing rate per mile. To receive mileage reimbursement, you must log your mileage and submit an expense report to the Accounting Department.

The Association will not be responsible for any damages, parking tickets, equipment violation citations or moving violations incurred while you are operating your car on Company business.

3.12 CONFLICTS OF INTEREST

The Association recognizes the rights of all employees to engage in lawful conduct during non-working hours away from our premises. However, a conflict of interest occurs when the private interests of employees (and their immediate family members) interfere with the employee's responsibilities at the Association. Employees are expected not to place themselves or the Association in a position of conflict and are required to comply with the Association's policies.

3.13 GIFTS

An employee may not accept gifts of value, loans, expensive entertainment or anything else involving personal gain that might be expected to influence his or her conduct from our customers and clients or their families, or from any business associate, vendor or other person providing goods or services to the Association.

3.14 PUBLIC STATEMENTS AND THE MEDIA

Employees do not have the authority to make public statements on behalf of the Association to the media or to other persons without prior approval of management. In the event that any employee is contacted by a representative of the media (i.e., newspapers, magazines, radio, television, etc.), such inquiry must be immediately referred to the President of the Ventura County Bar Association. The President has been designated as the sole spokesperson to represent the Association to these outside interests. In the absence of the President, inquiries may be directed to the other Association officers, or the Executive Director of the Ventura County Bar Association.

It is important that employees do not engage in any discussion whatsoever with the media regarding any aspect of the Association, Company operations or its employees. This includes interviews or articles regarding an employee, if the Association is to be discussed or mentioned.

3.15 GARNISHMENT

When an employee's wages are garnished by a court order to repay a debt that the employee has incurred, the Association is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck. Federal and state guidelines protect a certain amount of the employee's income from being subject to garnishment.

So long as the employee's financial concerns do not interfere with the employee's performance on the job, the Association will make the deductions and payments as required and there will be no further job-related repercussions. However, an excessive number of wage garnishment orders may lead to employee discipline, including termination, due to the administrative hardship caused to the Association.

IV. HEALTH AND SAFETY

4.1 WORKERS' COMPENSATION

All employees are covered by Workers' Compensation Insurance, which is purchased by the Association. This insurance covers occupational illness and injury in accordance with the laws of the State of California. Eligibility for benefits under Workers' Compensation Insurance is effective on the date of hire. Workers' Compensation benefits provide weekly disability payments as well as payment for medical and hospital expenses for injuries or illnesses arising out of an employee's job.

Regardless of the nature or severity, all injuries incurred while on the job must be reported to your supervisor at once. In case of serious injury, the supervisor or other management personnel may refer the employee to a physician or a hospital. Later changes in the treating physician may be authorized as required by law.

Failure to report an injury may be considered cause for disciplinary action. Filing a false or fraudulent claim will be cause for disciplinary action and possible criminal penalties.

Should an employee's consumption of alcohol or use of illegal drugs be found to be the cause of an on-the-job injury, the employee may not be eligible for workers' compensation benefits.

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

The Association will retain employees on an extended leave of absence for work-related disabilities until one of the following situations occurs:

1. The employee is released for full duty;
2. The Association receives medical evidence that the employee will be unable to return to work; or
3. The employee resigns or actually or constructively informs the Association that he/she does not intend to return to the Association's employ (e.g., an employee who fails to report for work on the day immediately following the expiration of an approved leave will be deemed to have voluntarily resigned).

The Association reserves the right to require a physical examination by a physician of its choice to determine the employee's physical ability to start or remain on a medical leave status.

Although the Association is unable to guarantee reinstatement in all cases, the employee who returns to work at the end of his/her leave of absence will be returned to

his/her former position, if available, or will be offered the first available opening in a comparable position for which he/she is qualified. Exceptions may result if business conditions have necessitated a reduction in force.

Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony.

If you are enrolled in the Association group health insurance plan at the time your leave begins, the Association will continue to pay its share of your medical premium for three (3) months under the same terms and conditions as employees taking medical leave for non-job related reasons. You must continue to pay your share of monthly premiums for yourself and your dependents.

If your leave extends beyond three (3) months, you will receive a COBRA notice and pay the entire cost of monthly premiums for yourself and your dependents plus an administrative charge for the remainder of your leave. If you do not return at the end of your leave, you may be able to continue your COBRA coverage.

Further information is posted on the Association bulletin boards.

4.2 SAFETY

The Association maintains an Injury and Illness Prevention Plan, which is separately issued to all employees.

All employees are responsible for observing safety rules and maintaining safe working conditions. While the Association provides the best facilities and safest conditions that can reasonably be maintained, constant alertness and use of good common sense on the part of every employee is essential in preventing accidents.

4.3 ALCOHOL AND DRUG ABUSE POLICY

The Association has always maintained a strong commitment to provide a safe, efficient and productive work environment. The Association wishes to ensure that employees will perform their duties safely and efficiently in a manner that protects their interests and those of their co-workers. In keeping with this commitment, the Association has a strict policy regarding the inappropriate use and possession of drugs and alcohol. This policy recognizes that employee involvement with alcohol or drugs can be extremely disruptive and harmful to the workplace. It can adversely affect the quality of work and performance of employees, pose serious safety and health risks to the user and others, and have a negative impact on work efficiency and productivity. Accordingly, the Association requires all employees to report for work fit to perform their jobs and prohibits the use or possession of alcohol or illegal drugs. All employees must adhere to the rules stated in this policy.

No employee may use, possess, transfer, distribute, manufacture or sell alcohol or any illegal drug while on the Association's property, while on duty, while on on-call

status, or while operating a vehicle or potentially dangerous equipment that is owned or leased by the Association. In addition, no employee may report for work, or go or remain on duty or on on-call status, while under the influence of or impaired by any illegal drug or alcohol. For purposes of this policy, a drug will be considered an "illegal drug" if its use is prohibited or restricted by law and an employee improperly uses or possesses the drug, regardless of whether such conduct constitutes an illegal act or whether the employee is criminally prosecuted and/or convicted for such conduct.

After receiving a job offer, you will be required to take a medical examination at a medical facility selected and paid for by the Association. This medical examination will include a drug and alcohol test. Whenever the Association has a reasonable suspicion that an employee is under the influence of drugs or alcohol during work time, he or she will be asked to submit to a medical examination at a laboratory designated and paid for by the Association, to test for the presence of drugs and/or alcohol and to agree in writing to allow the results of those tests to be furnished to and used by the Association. Examples of on-the-job conduct that creates a reasonable suspicion include, but are not limited to, slurred speech, erratic behavior, loss of balance and coordination. Employees will also be required to submit to a drug and alcohol test if the employee is involved in an accident that causes damage to property or injury to persons and the employee is reasonably suspected of being a cause of the accident. An employee who refuses to be tested, or who agrees and then tests positive, shall be subject to discipline up to and including discharge.

Certain employees in safety sensitive jobs will be required to submit to random drug testing. If you hold such a job, you will be notified in writing if you are subject to random drug testing.

It is essential that all employees comply fully with this policy. Employees who violate this policy are subject to disciplinary action up to and including immediate discharge.

4.4 WORKPLACE VIOLENCE

The Association adopted this zero tolerance policy for workplace violence because it recognizes that workplace violence is a growing nationwide problem that needs to be addressed by all employers. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment and/or coercion that involve or affect the Association or that occur on Company property will not be tolerated.

Acts or threats of violence include conduct that creates a hostile, abusive or intimidating work environment for one or more Company employees. Examples of workplace violence include, but are not limited to, the following:

- All threats or acts of violence occurring on Company premises, regardless of the relationship between the Association and the parties involved in the incident.

- All threats or acts of violence occurring off the Association premises involving someone who is acting in the capacity of a representative of the Association.
- All threats or acts of violence occurring off the Association premises involving an employee of the Association if the threats or acts affect the legitimate interests of the Association.
- Any acts or threats resulting in the conviction of an employee or agent of the Association, or of an individual performing services for the Association on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence, which adversely affect the legitimate interests of the Association.

Specific examples of conduct that may be considered threats or acts of violence include the following:

- Hitting or shoving an individual.
- Threatening to harm an individual or his or her family, friends, associates or property.
- The intentional destruction or threat of destruction of Company property.
- Harassing or threatening phone calls.
- Harassing surveillance or stalking.
- Unauthorized possession or inappropriate use of firearms or weapons.

The Association's prohibition against threats and acts of violence applies to all persons involved in the Association's operation, including but not limited to Company personnel, contract and temporary workers and anyone else on Company property. Violations of this policy by any individual on Company property, by any individual acting as a representative of the Association while off Company property, or by any individual acting off of Company property when his or her actions affect the Association's business interests will lead to disciplinary action and/or legal action as appropriate and will not be tolerated. No provision of this policy shall alter the at-will nature of the employment relationship at the Association.

Every employee and every person on Company property is encouraged to report incidents of threats or acts of violence of which he or she is aware. The report should be made to the Executive Director, the reporting individual's immediate supervisor, or another supervisory employee if the immediate supervisor is not available. Nothing in this policy alters any other reporting obligation established in Company policies or in state, federal or other applicable law.

4.5 WEAPONS

The use, possession, sale or purchase of personal weapons, including firearms, by any employee at any time on Company premises, by any employee during work hours, or by any employee on Company business anywhere, is strictly prohibited. Likewise, employees may not bring weapons onto the Association premises in their car or the trunk of their car. If an employee reports to work with a weapon, or if an employee is found to be in possession of a weapon while at work, the employee will be subject to immediate termination.

V. PERFORMANCE AND CONDUCT

5.1 RULES OF CONDUCT

Orderly and efficient operation of the Association requires that employees maintain proper standards of conduct and observe certain rules. Failure to maintain these standards or violations of these rules will result in disciplinary action up to and including termination. This guideline should not be construed as a promise of employment or continuing employment in the absence of one of the infractions listed below. As explained earlier in this Handbook, all employees of the Association are "at-will" employees, unless notified in writing otherwise. The Association reserves its right to discipline employees, up to and including termination, for any reason the Association deems necessary and appropriate. Causes for disciplinary action include, but are not limited to, the following forms of misconduct:

- a. Theft, misappropriation, or unauthorized possession or use of property, equipment, materials, documents or records belonging to the Association, a customer of the Association or other employee; removal of same from Company premises without authorization.
- b. Damaging the property or materials of the Association, a customer of the Association or other employee through willful abuse, negligence or carelessness.
- c. Willfully or carelessly violating security, safety or fire prevention rules or regulations, or engaging in any conduct that creates a safety hazard, or creating or contributing to unsanitary conditions by poor housekeeping.
- d. Smoking in unauthorized areas.
- e. Unauthorized possession of a weapon or explosives on Company premises.
- f. Gambling on Company premises.
- g. Use or possession of alcoholic beverages or illegal narcotics or drugs on Company premises, in Company vehicles or in vehicles being driven on

Company business, or reporting to work under the influence of intoxicants or drugs that interfere with job performance.

- h. Falsification of any reports or records, including but not limited to: job applications; medical or employment history; personnel records; pay records, including time cards; absence or illness reports; accident reports; or injury claims.
- i. Misuse, falsification or alteration of the time clock or time records.
- j. Insubordination or refusal to follow instructions of a supervisor or management, or refusal or unwillingness to accept a job assignment or to perform job requirements.
- k. Failure to observe scheduled work hours; failure to contact a supervisor in the event of absence within thirty (30) minutes after the scheduled start of work; failure to report to work when scheduled; or unauthorized or excessive absences, excessive tardiness, including excessive use of sick leave or any other leaves of absence.
- l. Leaving Company premises during regularly scheduled work hours without permission; unauthorized absence from assigned work area during regularly scheduled work hours; or leaving the premises without recording same on time clock.
- m. Sleeping, loitering or wasting time during regular work hours.
- n. Rude, discourteous or unbusinesslike behavior; creating a disturbance on Company premises or creating discord with customers or fellow employees; use of swearing or abusive language; or striking or hitting another employee.
- o. Unlawful conduct whether committed on or off the job. Conduct on or off Company premises that adversely affects the Association's services, property, reputation or goodwill in the community, or that interferes with job performance.
- p. Obtaining, without authorization, confidential information pertaining to the Association or to the customers or employees of the Association.
- q. Divulging confidential or proprietary information to any person or entity except in the course of performing duties as an employee of the Association and with the consent of the Association.
- r. Failure to report an injury or accident.
- s. Taking or giving bribes of any nature as an inducement to obtain special treatment, to provide confidential information or to obtain a position.

- t. Entering Company premises without authorization.

5.2 DISCIPLINE

It is the policy of the Association to regard discipline as a corrective action and as an instrument for improvement rather than as punishment. Disciplinary action may include oral counseling or reprimand, written reprimand, final written warning, suspension or discharge. However, the Association retains the right to administer discipline as it deems necessary in each individual case. This policy is not a promise or guarantee that a specific course of discipline will be administered in every case. The use of any particular form of discipline does not change the employee's at-will relationship with the Association.

5.3 OPEN-DOOR POLICY

Suggestions for improving the Association are always welcome. At some time, you may have a complaint, suggestion, or question about your job, your working conditions, or the treatment you are receiving. Your good-faith complaints, questions, and suggestions also are of concern to the Association. We ask you to first discuss your concerns with your supervisor, following these steps:

- Within a week of the occurrence, bring the situation to the attention of your immediate supervisor, who will then investigate and provide a solution or explanation;
- If the problem persists, you may describe it in writing and present it to the Executive Director, who will investigate and provide a solution or explanation. We encourage you to bring the matter to the Executive Director as soon as possible after you believe that your immediate supervisor has failed to resolve it; and
- If the problem is not resolved, you may present the problem in writing to an the VCBA President who will attempt to reach a final resolution.

This procedure, which we believe is important for both you and the Association, cannot guarantee that every problem will be resolved to your satisfaction. However, the Association values your observations and you should feel free to raise issues of concern, in good faith, without the fear of retaliation.

VI. CONCLUSION

In this Handbook, we have given you an outline of the Association's major policies, procedures and benefits. If you have questions about the material covered in this handbook or about anything concerning your employment with the Association, please discuss these questions with the Executive Director.

VENTURA COUNTY BAR ASSOCIATION

ACKNOWLEDGMENT OF RECEIPT

[EMPLOYEE COPY]

I, _____, acknowledge that I have received a copy of the Employee Handbook, have read the Handbook and am familiar with the contents therein. I agree to follow the guidelines and policies contained in the Handbook and any amendments to the Handbook. It is specifically agreed that the Handbook is for informational purposes only, and that it is not a contract for, or a guarantee of, employment or continuing employment. I further understand that the Association has the right to revise the policies and procedures in this Handbook at any time. Any such revisions must be in writing. No statements, representations or actions of any employee or principal of the Association will modify these policies and procedures unless they are in writing.

I also understand and agree that, unless I am advised in writing otherwise, my employment is for no definite period and I am an at-will employee of the Association. This means that my terms and conditions of employment may be changed with or without cause. It also means that I may leave my employment at any time and the Association may terminate my employment at any time, with or without cause, and without any prior notice.

I understand and acknowledge that this constitutes the entire agreement between me and the Association regarding my at-will employment status, and that it supersedes and replaces any prior written, oral or implied agreements concerning this subject. I further agree that this at-will relationship cannot be modified or changed during my employment except by specific written agreement between me and the Association, signed by the President.

Date: _____ Date: _____

(Employee's Signature)

(Association Representative)

(Print Name)

(Print Name)

RETAIN THIS PAGE IN YOUR HANDBOOK.

VENTURA COUNTY BAR ASSOCIATION

ACKNOWLEDGMENT OF RECEIPT
[EMPLOYER COPY]

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Date: _____

Date: _____

(Employee's Signature)

(Association Representative)

(Print Name)

(Print Name)

DETACH AND GIVE THIS TO THE EXECUTIVE DIRECTOR AFTER YOU HAVE SIGNED AND DATED IT.