



# **SOCAL SYMPHONY SOCIETY**

## **Employee Handbook**

**June 01, 2022**

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# Core Policies

## 1.0 Welcome

### 1.1 A Welcome Policy

Welcome! You have just joined a dedicated organization. We hope that your employment with SOCAL SYMPHONY SOCIETY (the "Company") will be rewarding and challenging. We take pride in our employees as well as in the concerts we present.

The Company complies with all federal and state employment laws, and this handbook generally reflects those laws. The Company also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all employees. The Company is a party to the Metropolitan and Community Orchestras Uniform Master Agreement with the American Federation of Musicians, Local 47. When questions arise concerning the interpretation of these policies as they relate to employees who are covered by this or any other collective-bargaining agreement, the answers will be determined by reference to the actual union contract, rather than the summaries contained in this handbook.

Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The Company reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the work place.

If you have questions about your employment or any provisions in this handbook, contact the Office Manager or the President.

We wish you success in your employment here at SOCAL SYMPHONY SOCIETY!

All the best,

Stephen Turk, President SOCAL SYMPHONY SOCIETY

### 1.2 At-Will Employment

Your employment with SOCAL SYMPHONY SOCIETY is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the Company at any time, with or without notice and with or without cause.

Nothing in this handbook or any other Company document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the President has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the President.

If a written contract between you and the Company is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

## **2.0 Introductory Language and Policies**

### **2.1 About the Company**

SOCAL SYMPHONY SOCIETY is the 501(c)(3) nonprofit corporation that presents both the Culver City Symphony Orchestra's winter season and the Marina del Rey Symphony summer concerts. Founded in 1963 by a group of local amateur musicians as the Westchester String Orchestra, we are now a professional symphony orchestra. In 2019-20, we celebrated 20 years in Culver City and 20 years in Marina del Rey. Our summer concerts have been consistently recognized by readers of the Argonaut as the "Best Live Music Event or Series" on the Westside.

We are proud of our long history of performing contemporary works and symphonic music composed by diverse and underserved groups including Black, Latin, and women composers, and music of local composers including works written or arranged specifically for the Orchestra.

We sponsor the Parness Concerto Competition, for young soloists up to age 25, and provide winners the opportunity to perform with the Orchestra.

Our concerts are funded through ticket sales, annual Society memberships and other tax-deductible donations, and grants from city, county and other government agencies and private foundations.

### **2.2 Company Facilities**

SOCAL SYMPHONY SOCIETY presents concerts in various venues in Culver City including Robert Frost Auditorium, Veterans Memorial Auditorium, and Kirk Douglas Theatre. Our Marina del Rey performances are in Burton Chace Park. We may occasionally perform at other venues.

The Company and employees are required to comply with the facility rules of the venues where we rehearse, perform, and hold other events.

### **2.3 Ethics Code**

SOCAL SYMPHONY SOCIETY will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity, at all times consistent with their duty of loyalty to the Company.

We expect that officers, directors, and employees will not knowingly misrepresent the Company and will not speak on behalf of the Company unless specifically authorized. The confidentiality of proprietary information about the Company, or our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to Confidentiality).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

### **2.4 Our Organization**

SOCAL SYMPHONY SOCIETY is governed by a Board of Directors and managed by the Board Officers including the President, Vice-President, Secretary, Treasurer, and the Musical Director-Conductor. Members of the Board, except for the Musical Director-Conductor, are volunteers.

The Company may engage staff including an Orchestra Personnel Manager and an Office Manager. The Orchestra Personnel Manager is the "manager" as that term is used throughout this handbook, for all Orchestra musicians. For all other employees, the President is your manager. The term "members of management" refers to the Orchestra Personnel Manager and the Board Officers.

## **2.5 Revisions to Handbook**

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including SOCIAL SYMPHONY SOCIETY policies and procedures. The handbook is not a contract. The Company reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a written or verbal notice to employees.

## **3.0 Hiring and Orientation Policies**

### **3.1 Conflicts of Interest**

SOCAL SYMPHONY SOCIETY is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, donor and grantor relations, purchases of products or services, safety, security, and morale. If there is any actual or potential conflict of interest between you and another party that involves the Company, you must disclose it to the President. If an actual or potential conflict of interest is determined to exist, the Company will take such steps as it deems necessary to reduce or eliminate this conflict.

### **3.2 Employment Authorization Verification**

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment with SOCIAL SYMPHONY SOCIETY and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization at that time. If you are currently employed and have not complied with this requirement or if your status has changed, inform the Office Manager.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Company.

## **4.0 Wage and Hour Policies**

### **4.1 Attendance**

If you know ahead of time that you will be absent or late, provide reasonable advance notice to your manager. You may be required to provide documentation of any medical or other excuse for being absent or late where permitted by applicable law.

### **4.2 Business Expenses**

SOCAL SYMPHONY SOCIETY shall reimburse approved business expenses. Approved business expenses are the reasonable and necessary expenses incurred by employees to achieve legitimate business purposes of the Company. Business expenses must be approved by the President or Musical Director-Conductor prior to incurring the expense. Travel expenses shall only be incurred consistent with a written travel plan and budget approved in writing by the President. The Company reserves the sole right to determine if expenses, including travel expenses, are "reasonable", "necessary" and if they "achieve legitimate business purposes".

#### *Personal Vehicles*

When using your own vehicle for business purposes, you must maintain insurance coverage as required by law. Travel between your home and our rehearsal and performance venues is not considered to be business travel. You may not use your personal vehicle for business travel without authorization. You will be reimbursed for vehicle use at the standard IRS mileage rate.

### Reporting

Report approved expenses and include a description of the expense, its business purpose, date, place, and the participants. Expenses must be documented with receipts whenever possible.

## **4.3 Job Abandonment**

If you fail to show up for work or fail to call in with an acceptable reason for the absence for a period of three consecutive days, you will be considered to have abandoned your job and voluntarily resigned from SOCIAL SYMPHONY SOCIETY.

## **4.4 Paycheck Deductions**

SOCAL SYMPHONY SOCIETY is required by law to make certain deductions from your pay each pay period, including deductions for federal income tax, Social Security and Medicare (FICA) taxes, state income taxes, state disability insurance taxes, and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. You may also authorize certain voluntary deductions from your paycheck where permissible under state law. Your deductions will be reflected in your wage statement. If you have any questions about deductions from your pay, contact the Office Manager.

The Company will not make deductions to your pay that are prohibited by federal, state, or local law. Review your paycheck for errors each pay period and immediately report any discrepancies to the Office Manager.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than the next scheduled pay period.

The Company will not retaliate against employees who report erroneous deductions in accordance with this policy.

## **4.5 Posting of Work Schedules**

Work schedules are set for each concert and include all applicable rehearsals. If a musician is required for the concert, they are informed of the work schedule by the Orchestra Personnel Manager in advance of the first applicable rehearsal. Musicians may choose to either accept the full work schedule for a concert, including all applicable rehearsals, or decline all of the work schedule. Any departures from this policy must be authorized by the Orchestra Personnel Manager.

## **4.6 Recording Time**

SOCAL SYMPHONY SOCIETY is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the Company has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time using Company-provided sign-in sheets, time cards or other appropriate recording documents.

You must accurately record all of your time to ensure you are paid for all hours worked, and must follow established Company procedures for recording your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.

- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

Notify your manager or Office Manager of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntarily missed meal or break periods.

Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report to a Board Officer any employee, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

## **5.0 Performance, Discipline, Layoff, and Termination**

### **5.1 Exit Interview**

You may be asked to participate in an exit interview when you leave SOCIAL SYMPHONY SOCIETY. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the Company in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

### **5.2 Open Door/Conflict Resolution Process**

SOCAL SYMPHONY SOCIETY strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the work place to the attention of your manager and, if necessary, to the President, the Musical Director-Conductor, or other Board Officer. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of the Company, management, its employees, vendors, customers, or any other persons or entities related to the Company, bring your concerns to the attention of your manager at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate manager. If you have already brought this matter to the attention of your manager before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to the President, the Musical Director-Conductor, or other Board Officer. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

### **5.3 Post-Employment References**

SOCAL SYMPHONY SOCIETY policy is to confirm dates of employment and job title only. With your written authorization, the Company will confirm compensation. Forward any requests for employment verification to the Office Manager.

### **5.4 Resignation Policy**

SOCAL SYMPHONY SOCIETY hopes that your employment with the Company will be a mutually rewarding experience; however, the Company acknowledges that varying circumstances can cause you to resign employment. The Company intends to handle any resignation in a professional manner with minimal disruption to the workplace.

Notice

The Company requests that you provide a minimum of two weeks' notice of your resignation. Provide a written resignation letter to the Office Manager and notify your manager. If you provide less notice than requested, the Company may deem you to be ineligible for rehire, depending on the circumstances of the notice given.

### Final Pay

The Company will pay separated employees in accordance with applicable laws and other sections of this handbook.

Notify the Company if your address changes during the calendar year in which resignation occurs to ensure tax information is sent to the correct address.

### Return of Property

Return all Company property at the time of separation, including rented orchestra parts or other sheet music. Failure to return some items may result in deductions from your final paycheck where state law allows.

## **5.5 Standards of Conduct**

SOCAL SYMPHONY SOCIETY wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, audience members, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge employees for any reason permitted by law.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours.
- Inaccurate reporting of the hours worked by you or any other employees.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Company or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying Company property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
- Disclosure of Company trade secrets and proprietary and confidential commercially-sensitive information (i.e., financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the Company or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in nondesignated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on Company premises during working hours.
- Failure to dress according to Company policy.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Gambling on Company premises.

- Lending keys or keycards to Company property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

## **6.0 General Policies**

### **6.1 Authorization for Use of Personal Vehicle**

All employees required to operate a motor vehicle as part of their employment duties must maintain a valid driver's license, acceptable driving record, and appropriate insurance coverage. SOCIAL SYMPHONY SOCIETY may run a motor vehicle department check to determine your driving record. It is your responsibility to provide a copy of your current driver's license for your personnel file. Any changes in your driving record, including, but not limited to, driving infractions must be reported to the Company.

State law requires all motorists to carry auto liability insurance. It is against the law to drive without insurance. If you use your own vehicle as a part of your employment duties, you must provide management with a current proof of insurance statement or card. New proof of insurance is required every time your policy expires and renews.

If you use your personal vehicle in the course and scope of employment, you may not operate such vehicle while:

1. Under the influence of drugs, alcohol, or any other substance that might impair your judgment or ability to drive; or
2. Texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

### **6.2 Employer Sponsored Social Events**

SOCAL SYMPHONY SOCIETY may from time to time hold social events for audience members and employees. Be advised that your attendance at these events is voluntary and does not constitute part of your work-related duties. Any exceptions to this policy must be in writing and signed by your manager prior to the event.

Alcoholic beverages may be available at these events. If you choose to drink alcoholic beverages, you must do so in a responsible manner. Do not drink and drive. Instead, please call a taxi or appoint a designated driver.

### **6.3 Nonsolicitation/Nondistribution Policy**

To avoid disruption of business operations or disturbance of employees, visitors, and others, SOCIAL SYMPHONY SOCIETY has implemented a Nonsolicitation/Nondistribution Policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the Nonsolicitation/Nondistribution Policy.

You are prohibited from soliciting other employees during your assigned working time. For this purpose, working time means time during which either you or the employees who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your lunch period, coffee breaks, or other authorized nonworking time, so long as you do so when the other employees are also on nonworking time.

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related in working areas at any time. Working areas do not include break/rest areas, lunch rooms, or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates the company's equal employment opportunity (EEO) and nonharassment policies (including threats of

violence), or is knowingly and recklessly false, is never permitted. Non-employees are not permitted to distribute materials on company premises at any time.

This policy is not intended to restrict the statutory rights of employees, including the right to discuss terms and conditions of employment.

Violations of this policy should be reported to your manager or other member of management.

#### **6.4 Personal Appearance**

Your personal appearance reflects on the reputation, integrity, and public image of SOCAL SYMPHONY SOCIETY. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. This may include wearing concert attire or protective safety clothing and equipment, depending upon the job. Concert attire is subject to change based on the concert venue and timing, and will be communicated to all musicians by the Musical Director-Conductor prior to each concert. Use common sense and good judgment in determining what to wear to work.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

The Company, in accordance with applicable law, will reasonably accommodate employees with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the Company. Contact your manager or the Musical Director-Conductor to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

#### **6.5 Personal Data Changes**

It is your obligation to provide SOCAL SYMPHONY SOCIETY with your current contact information, including current mailing address and telephone number. Inform the Company of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact the Office Manager.

We also encourage you to provide the Office Manager with your current email address.

#### **6.6 Suggestion Policy**

At SOCAL SYMPHONY SOCIETY, we welcome suggestions for continued improvement and welcome your ideas for better ways to do your job, produce or sell the products or services of our Company, or meet customer and client needs. Discuss your ideas with your manager or another member of the management team.

We also encourage you to offer any suggestions derived from seminars, magazines, or other outside sources of information you believe would add value to the Company.

Understand that any suggestions, innovations, inventions, or other matter created by you on work time or with Company tools or property are considered to be the property of the Company.

#### **6.7 Third Party Disclosures**

From time to time, SOCAL SYMPHONY SOCIETY may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers,

law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the Company and should refer any call requesting the position of the Company to the President. If you have any questions about this policy or are not certain what to do when such a contact is made, contact the President.

## **6.8 Workplace Privacy and Right to Inspect**

SOCAL SYMPHONY SOCIETY property, including but not limited to lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the Company and is subject to inspection at any time, without notice to any employees, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on Company premises including that kept in lockers and desks.

## **7.0 Benefits**

### **7.1 Exempt Personnel**

If you are classified as exempt at the time of your hiring, you are not eligible for overtime pay as otherwise required by federal, state, or local laws. If you have a question regarding whether you are exempt or nonexempt, contact your manager or the Office Manager for clarification.

### **7.2 Nonexempt Personnel**

If you are classified as nonexempt at the time of your hiring, you will be eligible for minimum wage and overtime pay in accordance with federal, state, and local laws. If you have a question regarding whether you are exempt or nonexempt, contact your manager or the Office Manager for clarification.

### **7.3 Unemployment Compensation Insurance**

Unemployment compensation insurance is paid for by SOCAL SYMPHONY SOCIETY and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the Company.

### **7.4 Workers' Compensation Insurance**

Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at SOCAL SYMPHONY SOCIETY, no matter how slightly, you are to report the incident immediately to the President, the Musical Director-Conductor, or other Board Officer. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify the Office Manager immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical records release before you can return to work.

## 7.5 COBRA

If you have health insurance coverage under a Company health plan, the Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible SOCIAL SYMPHONY SOCIETY employees and their beneficiaries to continue such health insurance coverage when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Contact the Office Manager to learn more about your COBRA rights.

## 7.6 Family and Medical Leave (FMLA)

In accordance with the Family and Medical Leave Act of 1993 (FMLA), SOCIAL SYMPHONY SOCIETY provides up to 12 or 26 weeks of unpaid, job-protected leave in a 12-month period to covered employees in certain circumstances.

### Eligibility

To qualify for FMLA leave, you must:

1. Have worked for the Company for at least 12 months, although it need not be consecutive;
2. Worked at least 1,250 hours in the last 12 months; and
3. Be employed at a worksite that has 50 or more employees within 75 miles.

### Leave Entitlement

You may take up to 12 weeks of unpaid FMLA leave in a 12-month period for any of the following reasons:

- The birth of a child and in order to care for that child (leave must be completed within one year of the child's birth);
- The placement of a child with you for adoption or foster care and in order to care for the newly placed child (leave must be completed within one year of the child's placement);
- To care for a spouse, child, or parent with a serious health condition;
- To care for your own serious health condition, which makes you unable to perform any of the essential functions of your position; or
- A qualifying exigency of a spouse, child, or parent who is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty).

The 12-month period is the calendar year.

You may take up to 26 weeks of unpaid FMLA leave in a single 12-month period, beginning on the first day that you take FMLA leave to care for a spouse, child, or next of kin who is a covered service member and who has a serious injury or illness related to active duty service.

As used in the policy:

- **Spouse** means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage took place.
- **Child** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability at the time FMLA leave is to commence. A child for the purposes of military exigency or military care leave can be of any age.
- **Parent** means a biological, adoptive, step, or foster parent or any other individual who stood in loco parentis to you when you were a child.
- **Next of kin** for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a military service member designates in writing another blood relative as his or her caregiver, that

individual will be the only next of kin. In appropriate circumstances, you may be required to provide documentation of next of kin status.

- **Serious health condition** means an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as the cold, flu, ear aches, upset stomach, minor ulcers, headaches (other than migraines), and routine dental problems are examples of conditions that are not serious health conditions under this policy. If you have any questions about the types of conditions that may qualify, contact the Office Manager.
- **Health care provider** means a medical doctor or doctor of osteopathy, physician assistant, podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, or Christian Science practitioner licensed by the First Church of Christ. Under limited circumstances, a chiropractor or other provider recognized by our group health plan for the purposes of certifying a claim for benefits may also be considered a health care provider.
- **Qualifying exigencies** for military exigency leave include:
  - Short-notice call-ups/deployments of seven days or less (**Note:** Leave for this exigency is available for up to seven days beginning the date of call-up notice);
  - Attending official ceremonies, programs, or military events;
  - Special childcare needs created by a military call-up including making alternative childcare arrangements, handling urgent and nonroutine childcare situations, arranging for school transfers, or attending school or daycare meetings;
  - Making financial and legal arrangements;
  - Attending counseling sessions for yourself, the military service member, or the military service members' son or daughter who is under 18 years of age or is 18 or older but incapable of self-care because of a mental or physical disability;
  - Rest and recuperation (**Note:** Fifteen days of leave is available for this exigency per event);
  - Post-deployment activities such as arrival ceremonies, re-integration briefings, and other official ceremonies sponsored by the military (**Note:** Leave for these events are available for 90 days following the termination of active duty status). This type of leave may also be taken to address circumstances arising from the death of a covered military member while on active duty;
  - Parental care when the military family member is needed to care for a parent who is incapable of self-care (such as arranging for alternative care or transfer to a care facility); and
  - Other exigencies that arise that are agreed to by both the Company and you.
- A **serious injury/illness** incurred by a service member in the line of active duty or that is exacerbated by active duty is any injury or illness that renders the service member unfit to perform the duties of his or her office, grade, rank, or rating.

#### Notice and Leave Request Process

If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, you must give at least 30 days' notice. If 30 days' notice is not possible, give notice as soon as practicable (within one or two business days of learning of your need for leave). Failure to provide appropriate notice may result in the delay or denial of leave.

In addition, if you are seeking intermittent or reduced schedule leave that is foreseeable due to planned medical treatment or a series of treatments for yourself, a family member, or covered service member, you must consult with the Company first regarding the dates of this treatment to work out a schedule that best suits your needs or the needs of the covered military member, if applicable, and the Company.

If the need for leave is unforeseeable, provide notice as soon as possible. Normal call-in procedures apply to all absences from work, including those for which leave under this policy may be requested. Failure to provide appropriate notice may result in the delay or denial of leave.

#### Certification of Need for Leave

If you are requesting leave because of your own or a covered relative's serious health condition, you and the relevant health care provider must supply appropriate medical certification. You may obtain Medical Certification forms from the Office Manager. When you request leave, the Company will notify you of the requirement for medical certification and when it is due (at least 15 days after you request leave). If you provide at least 30 days' notice of medical leave, you should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of

FMLA-covered leave until it is provided.

At our expense, the Company may require an examination by a second health care provider designated by us. If the second health care provider's opinion conflicts with the original medical certification, we, at our expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. Subsequent medical recertification may also be required. Failure to provide requested certification within 15 days, when practicable, may result in delay of further leave until it is provided.

The Company also reserves the right to require certification from a covered military member's health care provider if you are requesting military caregiver leave and certification in connection with military exigency leave.

#### Call-In Procedures

In all instances of absence, the call-in procedures and standards established for giving notice of absence from work must be followed.

#### Leave Increments

#### Intermittent Leave

If medically necessary, FMLA leave for a serious health condition may be taken intermittently (in separate blocks of time due to a serious health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday). FMLA leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service.

As FMLA leave is unpaid, the Company will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave that is foreseeable due to planned medical treatments, the Company may temporarily transfer you to an available alternative position that better accommodates your leave schedule and has equivalent pay and benefits.

#### Parental Leave

Leave for the birth or placement of a child must be taken in a single block and cannot be taken on an intermittent or reduced schedule basis. Parental leave must be completed within 12 months of the birth or placement of the child; however, you may use parental leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

#### Family Care, Personal Medical, Military Exigency, and Military Care Leave

Leave taken for these reasons may be taken in a block or blocks of time. In addition, if a health care provider deems it necessary or if the nature of a qualifying exigency requires, leave for these reasons can be taken on an intermittent or reduced-schedule basis.

#### Paid Leave Utilization During FMLA Leave

FMLA leave is unpaid. If you are taking parental, family care, military exigency, and/or military care leave, you must utilize available vacation/PTO, personal days, and/or family illness days during this leave. If you are taking personal medical leave, you must utilize available sick, personal, and vacation/PTO days during this leave. If you are receiving short- or long-term disability or workers' compensation benefits during a personal medical leave, you will not be required to utilize these benefits. However, you may elect to utilize accrued benefits to supplement these benefits.

#### Fitness for Duty Requirements

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required, as are all employees returning from other types of medical leave, to provide medical certification that you are fit to resume work. You will not be permitted to resume work until it is provided.

#### Health Insurance

Your health insurance coverage will be maintained by the Company during leave on the same basis as if you were still working. You must continue to make timely payments of your share of the premiums for such coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. If this occurs, you will be notified 15 days before the date coverage will lapse that coverage will terminate unless payments are promptly made.

Alternatively, at our option, the Company may pay your share of the premiums during the leave and recover the costs of this insurance upon your return to work. Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period. Under most circumstances, if you do not return to work at the end of leave, the Company may require reimbursement for the health insurance premiums paid during the leave.

#### Reinstatement

Upon returning to work at the end of leave, you will generally be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken.

#### Spouse Aggregation

If you and your spouse are both employed by the Company, the total number of weeks to which you are both entitled in the aggregate because of the birth or placement of a child or to care for a parent with a serious health condition will be limited to 12 weeks per leave year. Similarly, spouses employed by the Company will be limited to a combined total of 26 weeks of leave to care for a military service member. This 26-week leave period will be reduced, however, by the amount of leave taken for other qualifying FMLA events. This type of leave aggregation does not apply to leave needed for your own serious health condition, to care for a spouse or child with a serious health condition, or because of a qualifying exigency.

#### Failure to Return

If you fail to return to work or fail to make a request for an extension of leave prior to the expiration of the leave, you will be deemed to have voluntarily terminated your employment. The Company is not required to grant requests for open-ended leaves with no reasonable return date under these policies or as disability accommodations.

#### Alternative Employment

While on leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Company. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

#### Interaction with State and Local Laws

Where state or local family and medical leave laws offer more protections or benefits to employees, the protections or benefits that are more favorable to the employee, as provided by these laws, will apply.

#### Abuse of Leave

If you are found to have provided a false reason for a leave, you will be subject to disciplinary action up to and including termination.

#### Designation of Leave

If the Company becomes aware of any qualifying reason for FMLA leave, the Company will designate it as such. An employee may not refuse FMLA designation under this policy.

#### Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

## 7.7 Military Leave (USERRA)

SOCAL SYMPHONY SOCIETY complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to the Office Manager and notify your manager. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your manager of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact the Office Manager.

## 8.0 Safety and Loss Prevention

### 8.1 Face Masks in the Workplace

SOCAL SYMPHONY SOCIETY is committed to maintaining a safe and healthy workplace. We have implemented this policy to protect you, your coworkers, and your families from the spread of COVID-19.

#### Background

The Centers for Disease Control and Prevention (CDC), the Occupational Safety and Health Administration (OSHA), and the World Health Organization (WHO) have found that wearing face masks can help prevent the spread of COVID-19, especially when social or physical distancing cannot be accomplished and in areas of significant community spread. This is especially true for individuals who are not fully vaccinated and individuals with immunocompromising conditions who remain at risk for COVID-19 infection after vaccination.

#### Mask Use

You are required to wear a face mask when:

- Required by government policy, including rules and regulations issued by applicable State, county or City government.
- Required by the rehearsal or performance venue.

The Company also requires all audience members/contractors/workplace visitors to wear a face mask under the same conditions as employees when at Company rehearsal and performance venues.

#### Acceptable Face Masks

SOCAL SYMPHONY SOCIETY will provide face masks to all employees upon request. Alternatively, you may use your own disposable or reusable cloth face mask if it complies with current CDC recommendations.

#### Disclaimer of Restrictions on Employee Rights

This policy is not intended to restrict communications or actions protected or required by state or federal law.

#### Accommodation Requests

If you require an accommodation regarding this policy for reasons based on religion, disability, or other grounds protected by federal, state, or local laws, contact your manager.

You may request the accommodation orally or in writing. You should include all relevant information, including:

- A description of the accommodation requested.
- The reason for the accommodation.

The Company will engage in an interactive dialogue with you to determine the precise limitations of your ability to comply with this face mask policy and explore potential reasonable accommodations that could overcome those limitations. You are encouraged to suggest specific reasonable accommodations. However, the Company is not required to make the specific accommodation requested and may provide an alternative effective accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

#### Modification of Policy

The Company reserves the right to modify this policy at any time in its sole discretion to adapt to changing circumstances and business needs, consistent with its commitment to maintaining a safe and healthy workplace.

Due to the rapidly evolving medical information surrounding COVID-19, if at any time applicable local, state, or federal masking requirements conflict with this policy, employees are expected to comply with the more stringent requirement.

#### Reporting Violations

If you witness or become aware of any employees or other individuals violating this policy, report them to your manager or other member of management.

#### Enforcement

Failure to comply with this policy may result in discipline, up to and including termination of employment.

#### Retaliation

The Company prohibits any form of discipline, reprisal, intimidation, or retaliation against employees who report violations in accordance with this policy.

## **8.2 Drug and Alcohol Policy**

SOCAL SYMPHONY SOCIETY is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the Company to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others, and will not be tolerated.

#### Prohibited Conduct

The Company expressly prohibits employees from engaging in the following activities when they are on duty or conducting Company business or on Company premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The Company does not discriminate against employees solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the Company Disability Accommodation policy for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your manager if you believe the medication may impair your job performance, safety, or the safety of others or if you believe

you need a reasonable accommodation before reporting to work while under the influence of that medication.

## **Employer-Sponsored Events**

From time to time, the Company may sponsor social or business-related events where alcohol may be served. This policy does not prohibit the use or consumption of alcohol at these events. However, if you choose to consume alcohol at such events, you must do so responsibly and maintain your obligation to conduct yourself properly and professionally at all times.

## **Violations**

Violation of this policy may result in disciplinary action, up to and including termination of employment.

## **8.3 General Safety**

It is the responsibility of all SOCIAL SYMPHONY SOCIETY employees to maintain a healthy and safe work environment, report any health or safety hazards, and follow the Company health and safety rules. Failure to do so may result in disciplinary action, up to and including termination of employment. The Company also requires that all occupational illnesses or injuries be reported to the President, the Musical Director-Conductor, or other Board Officer as soon as reasonably possible and that an occupational illness or injury form be completed on each reported incident.

## **8.4 Workplace Violence**

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of SOCIAL SYMPHONY SOCIETY, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

### Zero Tolerance Policy

The Company has a zero tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

### Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Company property or while performing Company business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

### Reporting Incidents of Violence

Report to your manager or other member of management, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

## Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

## Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to your manager or other member of management.

## **9.0 Trade Secrets and Inventions**

### **9.1 Confidentiality and Nondisclosure of Trade Secrets**

As a condition of employment, SOCIAL SYMPHONY SOCIETY employees are required to protect the confidentiality of Company trade secrets, proprietary information, and confidential commercially-sensitive information (i.e., financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management.

If you have information that leads you to suspect that employees are sharing such information in violation of this policy and/or competitors are obtaining such information, you are required to inform your manager or other member of management.

Violation of this policy may result in disciplinary action up to and including termination, and may subject the violator to civil liability.

## **10.0 Customer Relations**

### **10.1 Customer, Client, and Visitor Relations**

SOCAL SYMPHONY SOCIETY strives to provide the best products and services possible to our customers and clients. Our customers and clients support this business and generate your wages. You are expected to treat every customer, client, or visitor with the utmost respect and courtesy during your working time. You should never argue or act in a disrespectful manner towards a visitor or customer during your working time. If you are having problems with a customer, client, or visitor, notify your manager or other member of management immediately. If a customer, client, or visitor voices a suggestion, complaint, or concern regarding our products or services, inform your manager or other member of management. Lastly, make every effort to be prompt in following up on customer, client, or visitor orders or questions. Positive customer, client, and visitor relations will go a long way to establishing our Company as a leader in its field.

# California Policies

## Hiring and Orientation Policies

### Accommodations for Victims of Crime or Abuse

SOCAL SYMPHONY SOCIETY will provide reasonable accommodations to employees who are the victims of domestic violence, sexual assault, or stalking who request an accommodation for their safety while at work, provided the accommodation does not create an undue hardship on the Company.

Reasonable accommodations may include the implementation of safety measures such as:

- A transfer, reassignment, or modified schedule.
- A change in telephone number or workstation, or installed lock.
- Assistance in documenting domestic violence, sexual assault, stalking, or other crime that occurs in the workplace.
- An implemented safety procedure or other adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, stalking, or other crime.
- Referral to a victim assistance organization.

Upon receiving a request, the Company will engage in a timely, good faith, and interactive process with you to determine effective reasonable accommodations.

If you no longer need an accommodation, you must notify the Company that the accommodation is no longer needed. If circumstances change and you need a new accommodation, you must request one.

### Certification

When requesting a reasonable accommodation, you will be asked to submit a signed, written statement certifying that the accommodation is for an authorized purpose. You may also be asked to provide documentation that demonstrates your status as a victim of domestic violence, sexual assault, stalking, or ongoing circumstances related to the crime or abuse, such as:

- A police report showing that you were a victim.
- A court order protecting you from the perpetrator or other evidence from the court or prosecuting attorney that you appeared in court.
- Documentation from a medical professional, domestic violence counselor, sexual assault counselor, victim advocate, health care provider, or counselor showing that your absence was due to treatment for injuries from the crime or abuse.
- Any other form of documentation that reasonably verifies that the crime or abuse occurred.

### Unpaid Leave

If you are a victim, the Company will also provide you with unpaid leave to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of you or your child.

For purposes of unpaid leave, **victim** includes:

- A victim of stalking, domestic violence, or sexual assault.
- A victim of a crime that has caused physical injury, or mental injury and a threat of physical injury.
- A person whose immediate family member is deceased as the direct result of a crime.

**Crime** means a crime or public offense anywhere that would constitute a misdemeanor or a felony if the crime had been committed in California by a competent adult, regardless of whether any person is arrested

or prosecuted for, or convicted of, committing the crime.

***Immediate family member*** means:

- Your spouse or domestic partner.
- Your child, which includes, regardless of age, a biological, adopted, or foster child; stepchild or legal ward; the child of your domestic partner; a child to whom you stand in loco parentis; or a person to whom you stood in loco parentis when the person was a minor.
- Your (or your spouse's or domestic partner's) biological, adoptive, or foster parent, stepparent, or legal guardian, or a person who stood in loco parentis of you or your spouse or domestic partner when you or they were a minor child.
- Your biological, foster, or adoptive sibling, step-sibling, or half-sibling.
- Any other individual whose close association with you is the equivalent of a family relationship described above.

You may use available vacation, personal leave, accrued paid sick leave, or compensatory time off for your leave unless you are covered by a collective bargaining agreement that states otherwise.

### Notice

You must provide reasonable advance notice of your intent to take leave for the above reasons unless advance notice is not feasible. If an unscheduled absence occurs, you must provide the following documentation within a reasonable amount of time after your absence:

- A police report indicating that you were a victim;
- A court order protecting or separating you from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney stating that you have appeared in court; or
- Documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider, or counselor stating that you were undergoing treatment or receiving services for physical or mental injuries or abuse resulting from the crime or abuse.

### Confidentiality

The Company will maintain the confidentiality of anyone requesting time off or requesting an accommodation under this policy, except as required by federal or state law or as necessary to protect your safety in the workplace.

### Retaliation

The Company will not retaliate against employees for their status as a victim of crime or abuse or for requesting or taking leave or a reasonable accommodation in accordance with this policy.

## **Disability Accommodation**

SOCAL SYMPHONY SOCIETY complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the Company will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your manager. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the Company will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the Company in connection with a request for accommodation will be treated as confidential.

The Company encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

The Company will not discriminate or retaliate against employees for requesting an accommodation.

## **EEO Statement and Nonharassment Policy**

### *Equal Opportunity Statement*

SOCAL SYMPHONY SOCIETY is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation based on an individual's race (including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender (including gender identity and gender expression), age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a confidential, prompt, and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy. The Company will take appropriate corrective and remedial action, if and where warranted. The Company prohibits retaliation against any employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your manager or any other member of management.

### *Policy Against Workplace Harassment*

SOCAL SYMPHONY SOCIETY has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's race (including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender (including gender identity and gender expression), age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, or any other status protected by federal, state, or local laws.

This policy protects all applicants and employees (including managers and supervisors) from unlawful

harassment and discrimination. This includes harassment by employees, managers, supervisors, contractors, interns, volunteers, vendors, suppliers, and customers. In addition, this policy extends to conduct connected with an individual's work, even when the conduct takes place away from the workplace, such as a business trip or business-related social function.

### Harassment

**Harassment** means disrespectful or unprofessional conduct, including disrespectful or unprofessional conduct based on an individual's race (including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender (including gender identity and gender expression), age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, or any other status protected by federal, state, or local laws.

While it is not possible to list all the circumstances that may constitute other forms of workplace harassment, some examples of conduct that may constitute workplace harassment include:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on Company premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

### Sexual Harassment

**Sexual harassment** means harassment based on sex or conduct of a sexual nature, and includes harassment based on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, or gender expression. It may include all of the actions described above as harassment, as well as other unwelcome sex-based conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, or other verbal or physical conduct of a sexual nature. Sexually harassing conduct need not be motivated by sexual desire and may include situations that began as reciprocal relationships, but that later cease to be reciprocal.

Sexual harassment is generally categorized into the following two types:

- Quid pro quo sexual harassment ("this for that"), which includes:
  - o Submission to sexual conduct when made explicitly or implicitly a term or condition of an individual's employment.
  - o Submission to or rejection of the conduct by an employee when used as the basis for employment decisions affecting the employee.
- Hostile work environment sexual harassment is conduct of a sexual nature or on the basis of sex by any person in the workplace that unreasonably interferes with an employee's work performance and/or creates an intimidating, hostile, or otherwise offensive working environment. Examples include:
  - o Unwelcome sexual advances, flirtation, teasing, sexually suggestive or obscene letters, invitations, notes, emails, voicemails, or gifts.
  - o Sex, gender, or sexual orientation-related comments, slurs, jokes, remarks, or epithets.
  - o Leering, obscene or vulgar gestures, or sexual gestures.
  - o Displaying or distributing sexually suggestive or derogatory objects, pictures, cartoons, or posters or any such items.
  - o Impeding or blocking movement, unwelcome touching, or assaulting others.
  - o Any sexual advances that are unwelcome as well as reprisals or threats after a negative response to sexual advances.

- o Conduct or comments consistently targeted at one gender, even if the content is not sexual.

### Retaliation

**Retaliation** means any adverse employment action taken against an employee because the employee engaged in activity protected under this policy. Protected activities may include, but are not limited to, reporting or assisting in reporting suspected violations of this policy and/or cooperating in investigations or proceedings arising out of a violation of this policy.

Adverse employment action is conduct or an action that materially affects the terms and conditions of the employee's employment status or is reasonably likely to deter the employee from engaging in protected activity. Even actions that do not result in a direct loss of compensation may be regarded as an adverse employment action when considered in the totality of the circumstances.

Examples of retaliation under this policy include but are not limited to: demotion, suspension, reduction in pay, denial of a merit salary increase, failure to hire or consider for hire, refusing to promote or consider for promotion because of reporting a violation of this policy, harassing another employee for filing a complaint, denying employment opportunities because of making a complaint or for cooperating in an investigation, changing someone's work assignments for identifying harassment or other forms of discrimination in the workplace, treating people differently such as denying an accommodation, not talking to an employee when otherwise required by job duties, or otherwise excluding the employee from job-related activities because of engagement in activities protected under this policy.

### Reporting Discrimination, Harassment, and/or Retaliation

If you feel that you have witnessed or have been subjected to any form of discrimination, harassment, or retaliation, immediately notify any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate corrective and/or remedial action where we find a claim has merit. If the Company begins an investigation, we will endeavor to conduct the investigation in a timely manner and will keep the investigation confidential to the extent possible. In the same way, anyone involved in an investigation of harassment has an obligation to keep all information about the investigation confidential. That is why the Company will only share information about a complaint of harassment with those who need to know about it. Failure to keep information about an investigation confidential may result in disciplinary action. Investigations will be documented and tracked for timely resolution.

When the investigation has been completed, the Company will normally communicate the results of the investigation to the complaining individual, to the alleged harasser and, if appropriate, to others who are directly involved. If our policy against harassment is found to have been violated, appropriate corrective action, up to and including termination, will be taken against the harasser so that further harassment will be prevented. Both the rights of the alleged harasser and the complainant will be considered in any investigation and subsequent action.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

In addition to our internal complaint procedure, employees may also contact either the Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH) to report unlawful harassment. You must file a complaint with the DFEH within three years of the alleged unlawful action. The EEOC and the DFEH serve as neutral fact-finders and will attempt to assist the parties to voluntarily resolve their disputes. For more information, contact the Office of Human Resources or the nearest EEOC or DFEH office.

### Filing of Complaints Outside Company

You may file formal complaints of discrimination, harassment, or retaliation with the agencies listed below. Contact these agencies directly for more information about filing processes.

#### **California Department of Fair Employment and Housing**

2218 Kausen Drive, Suite 100

Elk Grove, CA 95758

800-884-1684 (voice), 800-700-2320 (TTY) or California's Relay Service at 711

[contact.center@dfeh.ca.gov](mailto:contact.center@dfeh.ca.gov)

<https://www.dfeh.ca.gov> (main website)

<https://www.dfeh.ca.gov/shpt/> (online sexual harassment training courses)

#### **U.S. Equal Employment Opportunity Commission**

450 Golden Gate Avenue 5 West

P.O. Box 36025

San Francisco, CA 94102-3661

800-669-4000 or 510-735-8909 (deaf/hard-of-hearing callers only)

<http://www.eeoc.gov/employees>

### **Religious Accommodation**

SOCAL SYMPHONY SOCIETY is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees, unpaid interns, and volunteers may request an accommodation when their religious beliefs cause a deviation from the Company dress or grooming code, or the individual's schedule, basic job duties, or other aspects of employment. The Company will consider the request, but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that the Company will consider are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation. At no time will the Company question the validity of a person's belief.

If you require a religious accommodation, speak with your manager or other member of management.

### **Wage and Hour Policies**

#### **Accommodations for Nursing Mothers**

SOCAL SYMPHONY SOCIETY is required by law to provide requesting employees that are nursing mothers with certain accommodations to express milk upon request. Accordingly, the Company will provide nursing mothers with:

- Reasonable break time to express milk for their infant child(ren) each time the mother has the need to express milk; and
- A private room or other location in close proximity to their work area, other than a restroom, which is shielded from view and free from intrusion, to express breast milk.

#### Requesting Accommodation

If you have the need for accommodation, contact your manager. If the Company cannot provide break time or a location that complies with the above, the Company will provide you with a written response.

#### Break Times

Regarding break times, you may use your regular paid rest breaks or may take other reasonable break time when needed. If possible, the break time should run concurrently with scheduled meal and rest breaks already provided to you. If the break time cannot run concurrently with meal and rest breaks already

provided or additional time is needed, break times will be unpaid except where federal or state law dictates otherwise.

### Milk Storage

Expressed milk can be stored in a personal cooler.

### Retaliation

The Company will not retaliate against employees who request or obtain an accommodation in accordance with this policy.

### Right to File Complaint

If you feel the Company is not providing you with adequate break time and/or a place to express milk as provided for in Labor Code § 1030, you may file a report/claim with the Labor Commissioner's Bureau of Field Enforcement (BOFE) at the BOFE office nearest your place of employment. The complaint must be filed within three years of the alleged unlawful action.

In addition, if you believe you have been a victim of retaliation for either asserting a right to lactation accommodation or for complaining to the Labor Commissioner about the failure of the Company to provide this accommodation, you may file a retaliation claim with the Labor Commissioner's Office pursuant to Labor Code § 98.7. This claim must be filed within six months of the alleged retaliation.

## **Meal and Rest Periods**

SOCAL SYMPHONY SOCIETY strives to provide a safe and healthy work environment and comply with all federal and state regulations regarding meal and rest periods. Check with your manager regarding procedures and schedules for meal and rest periods.

The Company requests that employees observe and accurately record meal periods in time and attendance records. If you know in advance that you may not be able to take an uninterrupted scheduled meal or rest period, let your manager know; in addition, notify your manager as soon as possible if you were unable to take or were prohibited from taking an uninterrupted scheduled meal or rest period.

Meal and rest periods are intended to provide employees with an opportunity to be away from work, and employees are not permitted to perform any work during meal and rest periods.

### Meal Periods

If you are nonexempt and work more than five hours in a workday, you will be provided an unpaid, uninterrupted 30-minute meal period no later than the end of your fifth hour of work and will be required to "clock out" from the timekeeping system. If you work fewer than six hours in a work day, you may mutually agree with your manager to waive the meal period.

If you are nonexempt and work more than 10 hours in a workday, you will be provided a second unpaid, uninterrupted 30-minute meal period no later than the end of your tenth hour of work. Depending on your occupation, if you work no more than 12 hours in a workday and have taken the first meal period, you may mutually agree with your manager to waive the second meal period.

See your manager for procedures related to requesting to waive a meal period in the above circumstances.

### Rest Periods

If you are nonexempt, you will also be provided paid, 10-minute rest periods based on total hours worked daily and you are not required to "clock out" from the timekeeping system. You will receive 10 minutes of uninterrupted rest time for every four hours of work, or major portion of each four hours worked.

Accordingly, if you work:

- Less than three and a half hours, you are not entitled to a rest period.

- Three and a half to six hours, you are entitled to a 10-minute rest period.
- Six to 10 hours, you are entitled to two 10-minute rest periods.
- Ten to 14 hours, you are entitled to three 10-minute rest periods.

Rest periods are to be taken in the middle of the four-hour work period when possible. Rest periods should not be combined or added to meal periods or used to start work later or end work early.

## **Overtime**

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your manager.

At certain times SOCAL SYMPHONY SOCIETY may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in disciplinary action, up to and including termination.

If you are nonexempt and work more than eight hours in any workday or more than six days in any workweek, you will be paid overtime at a rate of:

- One and one-half times your regular rate of pay for all hours worked in excess of eight hours up to and including 12 hours in any workday, and for the first eight hours worked on the seventh consecutive day of work in a workweek.
- Two times your regular rate for all hours worked in excess of 12 hours in a workday or in excess of eight hours on the seventh consecutive day of work in a workweek.

If you are nonexempt and work more than 40 hours in a workweek you may be entitled to overtime after any daily overtime hours are subtracted. The same hours are never counted against different overtime limits.

Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

## **Pay Period**

Employees who are paid on an engagement or project basis, including musicians, shall be paid not later than 15 working days following the engagement, consistent with the terms of the Uniform Master Agreement Covering the Professional Contingents of Metropolitan and Community Orchestras. For any other employees, the Company shall establish appropriate pay periods consistent with applicable federal and state law.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy and report any concerns to your manager or Office Manager immediately. If you have been overpaid or underpaid, the error will be corrected as soon as possible.

## **Performance, Discipline, Layoff, and Termination**

### **Disciplinary Process**

Violation of SOCAL SYMPHONY SOCIETY policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your manager will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Company is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

## General Policies

### Access to Personnel and Medical Records Files

Supervisors and others in management may have access to your personnel file for possible employment-related decisions. All employees have the right to inspect and receive a copy of their personnel records. The Company will make such records available for inspection and/or to receive a copy within 30 calendar days of a written request. Payroll records will be made available to inspect or receive a copy within 21 calendar days of a verbal or written request.

All requests by an outside party for information contained in your personnel file will be directed to the the Office Manager, which is the only department authorized to give out such information.

## Benefits

### COVID-19 Supplemental Paid Sick Leave

SOCAL SYMPHONY SOCIETY provides eligible employees with COVID-19 supplemental paid sick leave (CSPSL) from January 1, 2022, through September 30, 2022, in accordance with California law.

#### Eligibility

California employees who are unable to work or telework for the Company due to one of the qualifying reasons listed below are eligible for CSPSL under this policy.

#### Reasons for Leave

You may take CSPSL if you are unable to work or telework due to any of the following reasons:

- You are subject to a federal, state, or local quarantine or isolation order or guidelines related to COVID-19.
- You have been advised by a health care provider to self-quarantine or self-isolate due to COVID-19 related concerns.
- You or a family member are attending an appointment to receive a COVID-19 vaccine or vaccine booster.
- You or a family member are experiencing symptoms related to a COVID-19 vaccine or vaccine booster that prevent you from being able to work or telework.
- You are experiencing symptoms of COVID-19 and are seeking a medical diagnosis.
- You are caring for a family member who is subject to a quarantine or isolation order or guidance or has been advised to self-quarantine or isolate by a health care provider due to concerns related to COVID-19.
- You are caring for a child whose school or place of care is closed or is otherwise unavailable for reasons related to COVID-19 on the premises.
- You have tested positive, or are caring for a family member who has tested positive, for COVID-19.

**Family member** means:

- Your child (including biological, adopted, or foster child; stepchild; legal ward; child of a domestic partner; or child for whom you stand in loco parentis).
- Your spouse or registered domestic partner.

- Your parent, or your spouse or registered domestic partner's parent (including biological or foster parent, stepparent, adoptive parent, legal guardian, or person who stood in loco parentis when you, or your spouse or domestic partner, was a minor child).
- Your grandparent.
- Your grandchild.
- Your sibling.

### Amount of Leave and Usage

CSPSL is broken down into two separate leave banks, which each provide up to 40 hours of leave:

- Bank one is available when you test positive for COVID-19 or you need to care for a family member who has tested positive for COVID-19.
- Bank two is available for the remaining reasons listed above.

If you are full time, or you worked or were scheduled to work an average of at least 40 hours per week in the two weeks before you took leave, you will receive 40 hours of leave (for each leave bank, meaning 80 hours total).

If you are not full time, you will receive leave as follows:

- If you work a normal weekly schedule, you will receive the total number of hours you would normally be scheduled to work over a one-week period (for each leave bank).
- If you work a variable number of hours:
- If you have worked for the Company for six months or more, you will receive seven times the average number of hours you worked each day in the six months preceding the date you took leave (for each leave bank).
- If you have worked for the Company for less than six months but more than seven days, the above calculation will instead be made over the entire period you have worked.
- If you have worked for the Company for seven days or less, you will receive the total number of hours you have worked (for each leave bank).

For each COVID-19 vaccination or vaccine booster, CSPSL is limited to three days or 24 hours unless you provide verification from a health care provider that you or your family member is continuing to experience symptoms related to a vaccine or vaccine booster. The three-day or 24-hour limitation applied to each vaccine or vaccine booster includes the time used to get the vaccine or vaccine booster.

You are not required to use any other paid or unpaid leave, paid time off, or vacation time provided by the Company before using CSPSL or in lieu of CSPSL. Additionally, if you are excluded from the workplace due to COVID-19 exposure, pursuant to Cal-OSHA COVID-19 Emergency Temporary Standards, you are not required to first exhaust CSPSL. The Company will coordinate any interaction between local, state, and federal leave laws, including emergency paid sick leave laws, to the extent necessary and consistent with those laws.

Leave under this policy is retroactive to January 1, 2022. If you have taken qualifying leave between January 1, 2022, and February 19, 2022, you will be compensated for the time and your leave balance will be offset accordingly.

### Notice

If you need to take CSPSL, provide notice as soon as possible. Normal call-in procedures apply to all absences from work.

### Documentation

You may be required to provide reasonable documentation that shows leave was used for a valid purpose where permissible under the law. Documentation is not required in advance of taking leave but may be required as soon as you reasonably can provide it.

If you request additional leave because a family member for whom you are providing care tests positive for

COVID-19, you may be required to provide documentation of the family member's test results before receiving pay for the additional leave.

### Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

### Expiration

This policy expires on September 30, 2022; however, if you are taking CSPSL at the time this policy expires, you will be permitted to take the full amount of CSPSL to which you would have been entitled under the policy.

## **Bone Marrow and Organ Donation Leave**

SOCAL SYMPHONY SOCIETY will provide employees, who have been employed with the Company for at least 90 days, with a paid leave of absence for the purpose of donating organs or bone marrow. When donating an organ, you may take up to 30 paid business days in any one-year period. When donating bone marrow, you may take up to five paid business days in any one-year period. The one-year period for both leaves is measured from the date leave begins.

The Company will also provide employees with an additional unpaid leave of absence of up to 30 business days in a one-year period when donating an organ. The one-year period is measured from the date leave begins.

You are required to provide as much advance notice as possible if you wish to take leave to donate an organ or bone marrow. Provide the Office Manager with verification from a physician that the donation will take place and that there is a medical necessity for the donation.

Leave taken under this policy does not constitute a break in service for health insurance coverage, accrual of vacation or sick pay, or seniority; however, the leave may not run concurrently with federal Family and Medical Leave Act or California Family Rights Act leave.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

## **California Family Rights Act (CFRA) Leave**

SOCAL SYMPHONY SOCIETY provides unpaid family and medical leave to eligible employees in accordance with the California Family Rights Act (CFRA).

### Eligibility

To be eligible for CFRA leave:

- You must have been employed for at least 12 months (52 weeks) with the Company prior to beginning CFRA leave; and
- You must have worked for the Company at least 1,250 hours during the 12-month period immediately before the leave is to start (with exception).

### Reasons for Leave

You may take CFRA leave for the following reasons:

- The birth of a child, or adoption or foster care placement of a child with you.
- To care for your own or your family member's serious health condition (not including disability due to pregnancy, childbirth, or related medical conditions).
- A qualifying exigency related to your spouse, domestic partner, child, or parent who is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty).

As used in this policy:

- **Family member** means your child, parent, grandparent, grandchild, sibling, spouse, or domestic partner.
- **Child** means a biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom you stand in loco parentis.
- **Parent** means a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to you when you were a child.
- **Sibling** means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.

### Leave Usage

Eligible employees may take up to 12 workweeks of leave per leave year. For purposes of this policy, the leave year is a rolling 12-month period that is measured backward from the date any CFRA leave is used.

You also are required to use any accrued sick leave that you are eligible to take during the otherwise unpaid portion of CFRA leave if the CFRA leave is for your own serious health condition, a qualifying exigency, or any other reason mutually agreed to between you and the Company.

CFRA leave will run concurrently with other federal/state laws where permitted by law.

### Intermittent Leave

When medically necessary, leave may be taken on an intermittent or a reduced work schedule.

### Notice

If the need for leave is foreseeable (such as the birth of a child or planned medical treatment), you must provide reasonable advance notice and make a reasonable effort to schedule leave so that it will not unduly disrupt Company operations. If unforeseeable, provide notice as soon as practical. Notice should include the anticipated timing and duration of the leave.

Failure to comply with these notice rules is grounds for, and may result in, deferral of the request for leave until you comply with the notice requirement.

### Certification

Where leave is requested for your own or a covered family member's serious health condition, the Company may require you to provide certification from your own or the Company's health care provider.

If leave is for your own serious health condition, certification must include:

- The date on which the serious health condition began.
- The probable duration of the condition.
- A statement that, due to the serious health condition, you are unable to perform the function of your position.

If leave is for a covered family member's serious health condition, certification must include:

- The date on which the serious health condition began.
- The probable duration of the condition.
- An estimate of the amount of time that the health care provider believes you are needed to care for the family member.
- A statement that the family member's serious health condition requires you to provide care during the period of treatment or supervision.

The Company may require subsequent recertification of your own serious health condition if additional leave is required.

If the Company has reason to doubt the validity of the certification provided, the Company may require, at

its own expense, that you obtain a second opinion from a health care provider, designated or approved by the Company. If the second opinion differs from the original certification, the Company may again require, at its own expense, that you obtain a third opinion from a different health care provider, designated or approved jointly by you and the Company. The third opinion will be considered final and binding.

#### Return to Work

If you take leave for your own serious health condition, you must obtain certification from your health care provider that you are able to resume work.

#### Reinstatement

Upon return to work at the end of leave, you will be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken. You may not, however, be entitled to discretionary raises, promotions, bonus payments, or other benefits that become available during the period of leave.

#### Benefits

If the Company provides you with health benefits under a group health plan, the Company will maintain and pay for your health coverage for up to 12 weeks at the same level and under the same conditions as coverage would have been provided if you had not taken CFRA leave.

#### Failure to Return to Work

If you fail to return to work or fail to request an extension of leave prior to the expiration of the leave, you will be considered to have voluntarily terminated your employment. If you fail to return from leave, the Company may require reimbursement of the health insurance premiums paid during the leave under certain circumstances.

#### Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

### **Crime Victim Leave**

SOCAL SYMPHONY SOCIETY provides employees who are the victim of a violent felony or serious felony (or the family member of a victim of a violent felony or serious felony) with unpaid leave in order to attend judicial proceedings related to the crime. A family member under this policy includes a spouse, domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather.

When the need for leave is foreseeable, you must provide documentation of the scheduled proceeding. Such notice is typically given to the victim of the crime by a court or government agency setting the hearing, a district attorney or prosecuting attorney's office, or a victim/witness office. If advance notice is not possible, you must provide appropriate documentation within a reasonable time after the absence.

Any absence from work to attend judicial proceedings will be unpaid.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

### **Disability Insurance**

If you are unable to work for at least eight days due to a non-work-related illness or injury, or a pregnancy-related disability, you may be eligible for disability insurance benefits. Disability insurance is a component of California's State Disability Insurance (SDI) program, which is administered by the California Employment Development Department (EDD) and is funded by workers through SDI payroll deductions. Disability insurance provides eligible employees with up to 52 weeks of partial wage replacement benefits. Benefit amounts are based on a percentage of your wages paid during a specific 12-month base period, determined by the date your claim begins.

To apply for this benefit, you must provide written notice of the disability, including a doctor's certificate stating the nature of the disability and your expected date of return to work.

The SDI program does not create a right to a leave of absence, job protection, or job reinstatement.

You are responsible for filing your claim and other forms promptly and accurately with the EDD. To learn more about the SDI program, including eligibility requirements and benefits, or to make a claim for DI benefits, contact the EDD ([www.edd.ca.gov](http://www.edd.ca.gov)).

SOCAL SYMPHONY SOCIETY will be notified that you have submitted a disability insurance claim.

## **Jury Duty Leave**

SOCAL SYMPHONY SOCIETY encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your manager as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty.

The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

## **Leave for Victims of Crime or Abuse**

SOCAL SYMPHONY SOCIETY provides employees who are victims of crime or abuse with unpaid leave to:

- Seek medical attention for injuries caused by the crime or abuse.
- Obtain services from a domestic violence shelter or program, rape crisis center, or victim services organization or agency as a result of the crime or abuse.
- Obtain psychological counseling or mental health services related to the experience of crime or abuse.
- Participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.

**Victim** includes:

- A victim of stalking, domestic violence, or sexual assault.
- A victim of a crime that caused physical injury or that caused mental injury and a threat of physical injury.
- A person whose immediate family member is deceased as the direct result of a crime.

**Crime** means a crime or public offense anywhere that would constitute a misdemeanor or a felony if the crime had been committed in California by a competent adult, regardless of whether any person is arrested or prosecuted for, or convicted of, committing the crime.

**Immediate family member** means:

- Your spouse or domestic partner.
- Your child, which includes, regardless of age, a biological, adopted, or foster child; stepchild or legal ward; the child of your domestic partner; a child to whom you stand in loco parentis; or a person to whom you stood in loco parentis when the person was a minor.
- You, or your spouse's or domestic partner's, biological, adoptive, or foster parent, stepparent, or legal guardian, or a person who stood in loco parentis of you or your spouse or domestic partner when you/they were a minor child.
- Your biological, foster, or adoptive sibling, step-sibling, or half-sibling.

- Any other individual whose close association with you is the equivalent of a family relationship described above.

You must provide reasonable advance notice of your intention to take leave for the above reasons unless advance notice is not feasible. If an unscheduled absence occurs, you must provide the following documentation within a reasonable amount of time after your absence:

- A police report indicating that you were a victim;
- A court order protecting or separating you from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney stating that you have appeared in court;
- Documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, licensed health care provider, or counselor stating that you were undergoing treatment for physical or mental injuries or abuse resulting from the crime or abuse; or
- Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to a written statement signed by you, or an individual acting on your behalf, certifying that the absence is for an authorized purpose.

You may use available vacation, personal leave, accrued paid sick leave, or compensatory time off for your leave unless you are covered by a collective-bargaining agreement that states otherwise.

Leave under this policy will run concurrently with other types of leave where permitted under applicable law.

The Company will maintain the confidentiality of anyone requesting time off under this policy, except as required by federal or state law or as necessary to protect your safety in the workplace.

The Company will not retaliate against a victim of crime or abuse for requesting or taking leave in accordance with this policy.

### **Military Spouse Leave**

SOCAL SYMPHONY SOCIETY provides up to 10 days of job-protected, unpaid leave to employees who are the spouse or registered domestic partner of a military member who is home on leave during a period of military deployment.

To be eligible for military spouse leave you must:

- Work an average of 20 or more hours per week; and
- Be the spouse or registered domestic partner of a member of the Armed Forces, National Guard, or Reserves who is on leave from deployment during a period of military conflict.

Notify the Office Manager and your manager of your need for leave within two business days from the day you receive official notice that your spouse or registered domestic partner will be on leave from deployment. You must also provide written documentation certifying that your spouse or registered domestic partner will be on leave from deployment during the time you are requesting leave.

You may elect to use any available paid time off for which you are eligible under Company policy for the purpose of taking military spouse leave, and such paid time off will run concurrently with the leave afforded under this policy.

The Company will not discriminate or retaliate against employees who request or take leave in accordance with this policy.

### **Paid Family Leave Insurance**

California's Paid Family Leave (PFL) insurance program provides eligible employees with up to eight weeks of partial wage replacement in any 12-month period to take time off from work to:

- Bond with a new child (either by birth, adoption, or foster care placement);

- Care for a seriously ill family member (child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner); or
- Participate in a qualifying exigency related to the covered active duty, or call to covered active duty, of your spouse, domestic partner, child, or parent in the U.S. Armed Forces.

The 12-month period begins on the day a claim is submitted.

PFL insurance is funded entirely by workers through state disability insurance (SDI) payroll deductions. If you are currently receiving benefits from SDI or workers' compensation insurance, you may not be eligible to receive PFL benefits. The California PFL insurance program does not create a right to a leave of absence, job protection, or job reinstatement.

The PFL insurance program makes benefits available to eligible employees through the California Employment Development Department (EDD). Apply for PFL insurance directly with the EDD. Contact the EDD for information on eligibility or to obtain a claim form. Medical and other documentation may be required.

### **Paid Sick Leave (Accrual Method)**

SOCAL SYMPHONY SOCIETY provides paid sick leave to all eligible employees in accordance with California's Healthy Workplaces, Healthy Families Act.

#### Eligibility

All employees who have worked in California for at least 30 days within a year after beginning employment are entitled to earn sick leave.

#### Reasons for Leave

Sick leave may be taken for the following reasons:

- The diagnosis, care, or treatment of an existing health condition or preventive care for you or your family member.
- To seek care, psychological counseling, shelter or support services, safety-related measures, or any relief, including restraining orders, to help ensure your own or your child's health, safety, or welfare if you or your child is a victim of domestic violence, sexual assault, or stalking.

**Family member** means:

- Your children (including biological, adopted, or foster children, legal wards, children of a domestic partner, or children for whom you stand in loco parentis).
- Your spouse or registered domestic partner.
- Your parents or your spouse or registered domestic partner's parents (including biological, foster, and step parents; adoptive parents; legal guardians; or persons who stood in loco parentis when you, or your spouse or domestic partner, was a minor child).
- Your grandparents.
- Your grandchildren.
- Your siblings.

#### Accrual and Usage

Eligible employees begin to accrue sick leave upon employment at a rate of one hour for every 30 hours worked and may begin using accrued leave on the 90th day of employment.

You may not use more sick leave than you have accrued or receive an advance of sick leave that has not yet been accrued. Earned but unused sick leave will carry over to the following leave year up to a maximum of 48 hours (six days). For purposes of this policy the leave year is the calendar year.

You may only use up to 24 hours (three days) of your available earned paid sick leave per leave year. Paid sick leave may be taken in no less than two-hour increments.

### Notice

If your need for leave is foreseeable, you must provide as much advance notice as possible. If unforeseeable, provide notice as soon as practical.

### Documentation

The Company may request documentation verifying the appropriate use of leave.

### Payment Upon Termination

You will not be paid for any unused sick leave when your employment ends.

### Reinstatement of Sick Leave Upon Rehire

The Company will reinstate previously accrued, unused sick leave if you separate and are rehired within one year.

### Interaction with Other Leave

Sick leave will run concurrently with other types of leave where permitted under applicable law.

### Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

## **Pregnancy Disability Leave**

If you are disabled by pregnancy, childbirth, or a related medical condition, SOCAL SYMPHONY SOCIETY will provide you with up to four months of unpaid pregnancy disability leave (PDL).

### Eligibility

To be eligible for PDL, you must suffer from a pregnancy-related disability. A **pregnancy-related disability** is a physical or mental condition related to pregnancy or childbirth that prevents you from performing the essential duties of your job, or would cause undue risk to you or your pregnancy's successful completion.

Conditions for which PDL is available include, but are not limited to:

- Severe morning sickness.
- Prenatal or postnatal care.
- Doctor ordered bed rest.
- Gestational diabetes.
- Pregnancy-induced hypertension.
- Preeclampsia.
- Post-partum depression.
- Lactation conditions such as mastitis.
- Loss or end of pregnancy.
- Recovery from loss or end of pregnancy.

### Use of Leave

PDL may be taken before or after birth during any period of time (not to exceed four months) where you are physically unable to work due to your pregnancy-related disability. You may take PDL all at once or intermittently.

Where applicable under state and federal law, employees who qualify and are entitled to take PDL may also be eligible for leave under the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA). PDL and FMLA run concurrently. CFRA leave will be counted separately from PDL. CFRA leave will also be counted separately from FMLA leave taken for pregnancy disability, childbirth, or

related medical conditions. An additional 12 weeks of bonding leave may also be available to qualified individuals. Speak with the Office Manager about your eligibility for these leaves.

### Notice and Leave Request Process

#### Foreseeable Need for Leave

If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, you must give at least 30 days' notice. If 30 days' notice is not practicable, give notice as soon as possible. You are expected to complete and return a leave request form prior to the beginning of leave. Failure to provide appropriate notice and/or complete and return the necessary paperwork will result in the delay or denial of leave.

#### Unforeseeable Need for Leave

If the need for leave is unforeseeable, provide notice as soon as practicable and possible under the facts of the particular case. Normal call-in procedures apply to all absences from work including those for which leave under this policy may be requested. Complete and return the necessary leave request form as soon as possible to obtain the leave. Failure to provide appropriate notice and/or complete and return the necessary paperwork on a timely basis will result in the delay or denial of leave.

#### Leave Request Process

To request leave under this policy, obtain a leave request form from the Office Manager and return the completed form to the Office Manager. If the need for leave is unforeseeable and you will be absent more than three days, contact the Office Manager by telephone and request that a leave form be mailed to your home. If leave will be fewer than three days, complete and return the leave request form upon returning to work.

#### Call-In Procedures

In all instances of absence, follow the call-in procedures and standards established for giving notice of absence from work.

#### Paid Leave Utilization During Pregnancy Leave

You will be required to use available sick leave during PDL.

If you are on PDL for eight or more consecutive calendar days, you may be eligible for partial wage replacement benefits under the California State Disability Insurance (SDI) program. You are responsible for applying for these benefits and can obtain forms from your health care provider.

#### Certification and Fitness for Duty Requirements

When requesting PDL, you must provide certification from a health care provider to qualify for leave. Such certification must be provided within 15 days of the request for leave unless it is not practicable under the circumstances despite your diligent efforts. Failure to provide certification may result in leave being delayed, denied, or revoked. At the discretion of the Company, you may also be required to obtain a second and third certification from another health care provider at Company expense (except for military care leave). Recertification of the continuance of a serious health condition or an injury/illness of a military service member will also be required at appropriate intervals.

#### Temporary Transfer and Other Accommodations

If you are suffering from a pregnancy related disability, you are entitled to a temporary transfer to another position or other reasonable accommodation based on the pregnancy-related disability if you request the transfer or reasonable accommodation and the request is based on the medical certification of a health care provider that a transfer or reasonable accommodation is medically advisable, and the request can be reasonably accommodated by the Company. All employees who are transferred to accommodate a pregnancy-related disability have the same reinstatement and other rights described below with respect to pregnancy-related disability leaves.

The Company may also require you to transfer temporarily to an available alternative position with the same pay and benefits in order to accommodate your need for intermittent leave or a reduced work schedule.

### Benefits

If the Company provides you with health benefits under a group health plan, the Company will maintain and pay for your health coverage at the same level and under the same conditions as coverage would have been provided if you had not taken pregnancy disability leave. If you do not return to work at the end of your pregnancy disability leave, the Company may recover the payment for your premiums under certain circumstances.

### Return to Work

Upon returning to work at the end of leave, you will be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken. You may not, however, be entitled to discretionary raises, promotions, bonus payments, or other benefits that become available during leave.

At the completion of PDL, you will be required to obtain a release to return to work from your health care provider stating that you are able to resume your original job or duties.

### Failure to Return

If you fail to return to work or fail to make a request for an extension of leave prior to the expiration of the leave, you will be deemed to have voluntarily terminated your employment.

### Alternative Employment

While on leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Company. If you are on a leave of absence and are found to be working elsewhere without permission, you will be automatically terminated.

### False Reason for Leave

You will be terminated if you provide a false reason for a leave.

### Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

## **School and Childcare Activities Leave**

SOCAL SYMPHONY SOCIETY will provide employees, who have one or more children that are of the age to attend a licensed childcare provider, kindergarten, or grades 1 through 12, with up to 40 hours of unpaid leave per year to participate in the following:

- Finding, enrolling, or re-enrolling the child in a school or with a licensed childcare provider;
- Participating in school or childcare-related activities; or
- Addressing a childcare provider or school emergency.

Leave is limited to eight hours in any calendar month.

To be eligible for leave, you must be a parent, guardian, step-parent, foster parent, grandparent, or a person who stands in the place of a parent (in loco parentis) to a child.

If you wish to take leave to enroll a child in school or with a childcare provider or to participate in a school or childcare-related activity, you must provide reasonable advance notice to your manager. If you need to take leave to address a childcare provider or school emergency, you must provide notice to your manager as

soon as practicable. You may be required to provide documentation from the school or childcare provider verifying that you participated in the school or childcare activity.

If both parents of a child work for the Company, only one parent — the first to provide notice — may take the time off, unless the Company approves both parents taking time off simultaneously.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

## **Voting Leave**

If your work schedule prevents you from voting on Election Day, SOCAL SYMPHONY SOCIETY will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your manager, consistent with applicable legal requirements.

## **Witness Leave**

If you are required by law to appear in court as a witness, you may take unpaid time off to do so, provided you give SOCAL SYMPHONY SOCIETY reasonable advance notice.

## **Safety and Loss Prevention**

### **Heat Illness Prevention**

SOCAL SYMPHONY SOCIETY is committed to complying with all applicable laws and ensuring that employees avoid heat illness while working outside. Heat illness may begin with mild symptoms and progress quickly to signs of serious and life-threatening illness. All employees who work outdoors and are reasonably anticipated to be exposed to the risk of heat illness will be provided detailed training before starting work involving a risk of heat illness.

This policy ensures that employees working outdoors understand they are allowed and encouraged to take preventative cool-down rest periods in provided shaded areas whenever they feel the need to protect themselves from overheating.

You may also be asked to take a cool-down rest period if you are observed having any signs of heat illness. Access to shade is permitted at all times. Cool-down periods are not limited in frequency and are considered time worked.

When taking a preventative cool-down rest period:

- You will be monitored and asked if you are experiencing any symptoms of heat illness.
- You will be encouraged to remain in the shade.
- You will not be ordered back to work until any signs or symptoms of heat illness have abated, but in no event sooner than five minutes after accessing shade, excluding the time needed to access the shade.

The Company provides fresh, pure, and suitably cool drinking water at no charge. When the work environment is hot, you are encouraged to frequently drink small cups of water, with up to four cups (one quart or more) per hour recommended, to stay hydrated.

The Company has in place effective emergency response procedures if you show signs or report symptoms of heat illness while taking a preventative cool-down rest period.

You must immediately report to your manager if you experience any symptoms or signs of heat illness or see signs of heat illness in co-workers so that the Company can respond with medical attention, as appropriate.

The Company will not discriminate or retaliate against employees who take preventative cool-down rest periods in accordance with this policy.

### **Workplace Smoking**

SOCAL SYMPHONY SOCIETY is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. Smoking in the rehearsal and performance venues, client areas, and restrooms is prohibited.

## **Closing Statement**

Thank you for reading our handbook. We hope it has provided you with an understanding of our mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful Orchestra and a safe, productive, and pleasant workplace.

Stephen Turk, President

SOCAL SYMPHONY SOCIETY

## Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the SOCIAL SYMPHONY SOCIETY Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the Company has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the President of the Company. I also understand that any delay or failure by the Company to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Company or affect the right of the Company to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Company representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized Company representative) or a collective bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA). This handbook is not intended to violate any local, state, or federal law. No provision or policy applies or will be enforced if it conflicts with or is superseded by any requirement or prohibition contained in federal, state, or local law, or regulation. Furthermore, nothing in this handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to, or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), Securities and Exchange Commission (SEC), or any other federal, state, or local agency charged with the enforcement of any laws.

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by SOCIAL SYMPHONY SOCIETY.

If I have any questions about the content or interpretation of this handbook, I will contact the Office Manager or the President.

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Signature

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Date

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Print Name