

# **EMPLOYEE HANDBOOK**

Revised February 2021

## **INTRODUCTION**

This Employee Handbook is designed to provide information about Ace Monster Toys, Inc.'s (DBA Ace Makerspace) employment policies and practices. These policies and practices reflect Ace Makerspace's values and goals, which include promoting and encouraging technical, scientific, and artistic skills through individual projects, social collaboration, and education.

Ace Makerspace's handbook will be updated periodically to reflect changes in policy and law. Thus, Ace Makerspace reserves the right to interpret, alter, eliminate, or otherwise modify any provisions of this Employee Handbook at any time without notice. Please note, however, that oral statements or representations cannot change the provisions of this Employee Handbook. This iteration of the Employee Handbook supersedes and replaces all previous versions and any previous inconsistent verbal or written policy statements.

Employment at Ace Makerspace is at-will. This means that employees may resign at any time, and may be terminated at any time, without notice or cause. This also means that Ace Makerspace may change the terms of the employment relationship, including an employee's hours, salary, title, job duties, or place of work, without notice or cause. Nothing in this handbook limits an employee's or Ace Makerspace's right to terminate employment without notice or cause. No Ace Makerspace representative is authorized to enter into a contrary agreement – express or implied – except Ace Makerspace's Founder and Principal or her designee and the employee. Any such contrary agreement must be in writing and signed by Ace Makerspace's Founder and Principal or her designee and the employee.

The provisions of this Employee Handbook are not intended to create contractual obligations with respect to any matters it covers, nor is this Handbook intended to create a contract guaranteeing employment for any specific time period.

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# **EMPLOYMENT POLICIES AND PROCEDURES**

## **EQUAL OPPORTUNITY EMPLOYER**

Ace Makerspace is committed to providing a work environment that is free of discrimination. As an equal opportunity employer, Ace Makerspace complies with all applicable federal and California anti-discrimination laws. Ace Makerspace does not discriminate against employees or applicants for employment on any legally-recognized basis or protected class including, but not limited to, race, color, national origin, ancestry, sex (including pregnancy, childbirth, lactation, and related medical conditions) gender (including gender identity and expression), sexual orientation, religion, age, genetic information, physical or mental disability, political affiliation, marital status, familial responsibilities, pregnancy, personal appearance, source of income, veteran status, uniform service member status, immigration status (except as necessary to comply with federal, state, or local law), or any other protected class under applicable federal or California law. This policy governs all aspects of employment at Ace Makerspace, including recruitment, hiring, placement, training, promotion, transfer, demotion, compensation, benefits, discipline, termination, and all other terms and conditions of employment.

### **Americans with Disabilities Act**

The federal Americans with Disabilities Act (ADA) prohibits discrimination against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, fringe benefits, job training and other terms, conditions and privileges of employment. The ADA does not alter the organization's right to hire the best-qualified applicant, but it does prohibit discrimination against a qualified applicant or employee because of his or her disability, or because of a perceived disability. As a matter of organization policy, the organization prohibits discrimination of any kind against people with disabilities.

Consistent with our nondiscrimination policy, Ace Makerspace will attempt to provide reasonable accommodations to a qualified individual with a disability, unless doing so would pose an undue hardship. Similarly, Ace Makerspace is committed to providing reasonable accommodations for an employee's bona fide religious beliefs, unless doing so would cause an undue hardship more than a minimal burden on organization operations. In general, it is the employee's responsibility to notify Ace Makerspace leadership of the need for an accommodation.

### **Disabled Defined**

An applicant or employee is considered disabled if he/she/they (1) actually has a physical or mental impairment that substantially limits one or more major life activities, (2) has a record or history of such an impairment or (3) is regarded or perceived (correctly or incorrectly) as having such impairment.

A qualified employee or applicant with a disability is an individual who satisfies the skill, experience, education, and other job-related requirements of the position held or desired, and who, with or without reasonable accommodation, can perform the essential functions of that position.

## **Reasonable Accommodation**

A reasonable accommodation is any change in the work environment (or in the way things are usually done) to help a person with a disability apply for a job, perform the duties of a job, or enjoy the benefits and privileges of employment.

Qualified applicants or employees who are disabled should request reasonable accommodation from the organization in order to allow them to perform a particular job. If you are disabled and you wish such reasonable accommodation, contact the Executive Director. On receipt of your request, we will meet with you to discuss your disability. We may ask for information from your health care provider(s) regarding the nature of your disability and the nature of your limitations or take other steps necessary to help us determine viable options for reasonable accommodation. We will then work with you to determine whether your disability can be reasonably accommodated, and if it can be accommodated, we will explore alternatives with you and endeavor to implement a mutually agreeable accommodation.

Reasonable accommodation may take many forms, and it will vary from one employee to another. Please note that according to the ADA, the organization does not have to provide the exact accommodation you want, and if more than one accommodation works, we may choose which one to provide. Furthermore, any accommodation that will impose undue hardship on the organization is not considered reasonable.

## **EMPLOYMENT CATEGORIES**

### Full-Time Employees

Regularly work an average of 30 hours or more per week.

### Part-Time Employees

Regularly work less than an average of 30 hours each week. Part-time employees qualify for certain Ace Makerspace benefits, including all benefits required by law, as described below.

### Exempt Employees

Pursuant to applicable federal and state law, exempt employees are employees who are paid on a salaried basis and are typically individuals who hold certain administrative, professional, or

executive roles that meet specific criteria established by applicable wage and hour laws. Exempt employees are not entitled to the overtime pay provisions of the FLSA and are not subject to certain deductions to their salary under federal and state law.

### Non-Exempt Employees

Pursuant to applicable federal and state law, non-exempt employees are hourly employees whose job duties and responsibilities do not exempt them from coverage under the FLSA overtime pay provisions. Non-exempt employees must receive overtime pay compensation for all overtime hours worked. All employees who are not classified as “exempt” are classified as “non-exempt”. For additional information on overtime payments, please refer to the Overtime section of this Handbook.

## **EMPLOYMENT ELIGIBILITY**

### Immigration Reform and Control act and E-Verify

In compliance with the federal Immigration Reform and Control Act of 1986, as amended, and any state law requirement, Ace Makerspace is committed to employing only individuals who are authorized to work in the United States. As a condition of employment, each new employee must complete a Form I-9, Employment Eligibility Verification and present documentation establishing his/her identity and employment eligibility within three days of hire. Ace Makerspace uses E-Verify, an Internet-based system operated by the Department of Homeland Security (DHS) and U.S. Citizenship and Immigration Services (USCIS), to determine the employment eligibility of our employees. E-Verify electronically checks the information provided by the employee on his or her Form I-9 against records contained in DHS and Social Security Administration (SSA) databases.

If an employee is authorized to work in the USA for a limited time, the individual will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed with Ace Makerspace.

### Maintaining and Updating Personal Data

All employees are required to complete all applicable federal and state tax withholding forms. Failure to file such documentation with Ace Makerspace will result in a possible delay in hire date. Employees must also promptly notify the Treasurer of any changes in personal data (or manually update information on Gusto). Marital status, personal mailing addresses, telephone numbers, number and names of dependents, beneficiaries, tax-withholding information, individuals to be contacted in the event of an emergency, educational accomplishments, and other such personal data must be accurate and current at all times. Ace Makerspace will maintain the confidentiality of such information in accordance with applicable law.

### Job Duties

General job responsibilities are assigned to every employee. It is not economically feasible to maintain additional employees to act as back-up persons for each job. Therefore, at times, you may be asked to go beyond your usual job responsibilities to assist or fill in for another employee.

### Personnel Records

It is important that the organization maintain accurate personnel records at all times. You are responsible for modifying your information in Gusto or notifying your immediate supervisor or the Treasurer of any change in name, home address, telephone number, marital status, number of dependents, immigration status, or any other pertinent information. By promptly notifying Ace Makerspace of such changes, you will avoid compromise of your benefit eligibility, the return of



W-2 forms, or similar inconvenience.

Employee personnel files are considered confidential property of Ace Makerspace. Provided that prior arrangements are made with the Treasurer, current Ace Makerspace employees are permitted to view or make copies of any document signed by the employee within their personnel file. Employees are also permitted to submit a statement to accompany any document within their personnel file with which they may disagree. Previous employees of Ace Makerspace are not permitted to review the contents of their personnel file.

## **EMPLOYMENT DEPARTURES**

### Voluntary or Involuntary Termination

Employment at Ace Makerspace is at-will. This means that employees may resign at any time, and may be terminated at any time, without notice or cause. This also means that Ace Makerspace may change the terms of the employment relationship, including an employee's hours, salary, title, job duties, or place of work, without notice or cause. Nothing in this handbook limits an employee's or Ace Makerspace's right to terminate employment without notice or cause. No Ace Makerspace representative is authorized to enter into a contrary agreement—express or implied—except Ace Makerspace's Executive Director and the employee. Any such contrary agreement must be in writing and signed by Ace Makerspace's Executive Director (or her designee) and the employee.

### *Voluntary Termination*

Should an employee decide to leave Ace Makerspace, Ace Makerspace asks that he/she provide at least two weeks advance written notice. An employee's thoughtfulness is appreciated and will be noted favorably if that individual ever wishes to reapply for employment with Ace Makerspace.

An employee will return all Ace Makerspace property and equipment, included but not limited to, devices and mobile phones, laptop, and keys on their last day at Ace Makerspace. All Ace Makerspace property should be returned to the Executive Director unless otherwise specified.

If an employee voluntarily terminates their employment with Ace Makerspace, he/she will receive their last paycheck within 2 days of their last day of work, either through direct deposit or a manual check.

### *Involuntary Termination*

If an employee is involuntarily terminated from Ace Makerspace, Ace Makerspace leadership will individually determine when, where, and to whom the employee should return all Ace Makerspace property.

He/she will receive their last paycheck the following by the end of the following business day, either through direct deposit or a manual check.

### *General Termination Information*

If a voluntarily or involuntarily terminated employee has any questions regarding his/her Ace Makerspace benefits, those questions may be directed to the Executive Director. Additionally, all resigning employees are welcome to complete a brief exit interview prior to leaving.

You should also notify Ace Makerspace leadership if your address changes during the calendar year in which termination occurs so that your tax information will be forwarded to the proper address.

## **PAY & HOURS OF WORK**

Ace Makerspace complies with all applicable federal and California laws regarding wage payment.

### Payday

Ace Makerspace employees are paid semi-monthly on the 1st day and 15th of each month, over a 12-month period. When the payday is on a weekend or holiday, employees typically will be paid on the last business day before the weekend or holiday.

All employees should review their paycheck for errors. If a mistake has occurred, please report it to Ace Makerspace Treasurer immediately.

### *Direct Deposit*

All full- and part-time employees receive their pay by having their pay deposited into their bank account through our direct deposit program. If an employee chooses to have their paycheck directly deposited into their specified accounts, the employee can view paystubs through Gusto in their Pay Statement account. To directly deposit funds in an employee's account, employees must grant consent on the Gusto portal. Please contact Ace Makerspace Treasurer to receive more information.

Updates to your bank account via the Gusto portal may result in delays in your direct deposit.

### *Lunch or Rest Breaks*

Employees will have at least 15 minutes per four hours worked to eat a meal or take a personal break. The timing of this lunch or rest break will be determined by your supervisor per your duties.

### *Organization Closings*

Ace Makerspace generally follows the Alameda County Department of Public Health's guidance organization delays and closings but will make all final decisions on their own. If there are changes or modifications, Ace Makerspace employees will be notified via text and/or e-mail.

### Attendance and Punctuality

Attendance and punctuality are important factors for an employee's success at Ace Makerspace. Personal issues requiring time away from your work, such as doctor's appointments or other matters, should be scheduled during your non-working hours whenever possible.

If an employee will be late to work due to illness or other personal reasons, the employee must notify leadership prior to the start of the workday (preferably before 7:00AM), or the evening before if possible. If an employee does not notify leadership that he/she will be missing work, and does not report to work, disciplinary actions up to, and including, termination may occur.

Lateness is defined as arriving after an employee's scheduled start time, and an early departure is defined as leaving work before an employee's scheduled end time. Lateness or early departures will not be tolerated at Ace Makerspace and repeat offenses will result in disciplinary action up to, and including, termination.

If you are absent for three consecutive days without notifying Ace Makerspace, it is assumed that you have voluntarily abandoned your position and you may be removed from payroll.

### Timekeeping

Non-exempt employees must record their hours daily on electronic timesheets through Gusto. All hours must be submitted for approval. If anyone within Ace Makerspace instructs an employee to not record all time worked or otherwise fill out timesheets inaccurately, the employee is required to notify Ace Makerspace leadership immediately.

Non-exempt employees must also record vacation, sick, bereavement, jury, and/or holiday leave on their timesheets. No one has the authority to direct an employee to fill out a timesheet that does not accurately report time worked and leave taken. If anyone instructs an employee not to record all time worked or otherwise fill out timesheets inaccurately, the employee is required to notify Ace Makerspace Executive Director immediately. If an employee makes a mistake in reporting time, the employee should immediately report the correct hours and how the mistake happened to Ace Makerspace leadership.

### Overtime (Non-Exempt Employees)

There may be times when an employee will need to work overtime to meet the needs of Ace Makerspace. Although employees will be given notice when feasible, this is not always possible. Non-exempt employees are expected to gain approval for all overtime in advance by Ace Makerspace leadership.

Overtime pay is based on actual hours worked; time off on holidays, sick leave, or any leave of absence will not be considered hours worked for purposes of overtime calculations. Overtime is normally paid at the rate of 1.5 times an employee's regular rate of pay for hours worked over 40 in any workweek. In calculating hours worked, for purposes of overtime pay, break periods are considered part of the workday, but lunch periods are not. Ace Makerspace's workweek

runs from Sunday at 12:01am through midnight Saturday. Exempt employees do not receive overtime pay.

#### *Overtime Authorization*

An employee who fails to gain prior approval from his/her Supervisor *before* working overtime or fails to report overtime on his/her timesheets and obtain the signature of Ace Makerspace leadership may be subject to disciplinary action.

#### Employee Paycheck Deductions (Exempt Employees)

Ace Makerspace is required by law to make certain deductions from an exempt employee's paycheck each pay period. Such deductions typically include federal and state taxes and Social Security (FICA) taxes.

Depending on the state in which an exempt employee lives, and the benefits that are chosen, there may be additional deductions. All deductions, and the amount of the deductions, are listed on each employee's pay stub, which can be viewed through an employee's Gusto account. These deductions are totaled each year for an employee's Form W-2, Wage and Tax Statement.

Ace Makerspace may make deductions from exempt employees' salaries in a way that is permitted under federal and California wage and hour law. Thus, exempt employees may be subject to the following salary deductions, except where prohibited by law:

- Absences of one or more full days for personal reasons, other than sickness or disability;
- Absences of one or more full days due to sickness or disability, if there is a plan, policy, or practice providing replacement compensation for such absences;
- Absences of one or more full days before eligibility under such a plan, policy, or practice or after replacement compensation for such absences has been exhausted;
- Suspensions of one or more full days for violations of safety rules of major significance;
- Suspensions of one or more full days for violations of written workplace conduct rules, such as rules against sexual harassment and workplace violence;
- Any days during the employee's first and last weeks of employment the employee does not work;
- Any unpaid leave taken under the Family and Medical Leave Act, including intermittent or partial day leave;
- Negative vacation leave balances, in whole-day increments only.

If an employee believes that an improper deduction from pay has occurred, he/she should notify Ace Makerspace leadership within 24 hours of learning of the deduction. Ace Makerspace will make every effort to investigate the complaint promptly, review the results, and make a good faith determination as to whether the deduction was improper. Employees will be reimbursed in full for any isolated, inadvertent, or improper deductions, as determined under federal or California law.

### Garnishment and Child Support

A wage garnishment or wage attachment is an order from a court or government agency that is sent to an employer requiring an employer to withhold a certain amount of money from an employee's paycheck and send this money directly to the creditor. Thus, when an employee's wages are garnished by a court order or government agency, Ace Makerspace is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck.

All court orders for child support include an automatic wage withholding order. Ace Makerspace may be held liable for failing to comply with a child support order. Thus, Ace Makerspace is legally bound to withhold the amount indicated in a child support order from an employee's paycheck.

In either case, Ace Makerspace will honor applicable federal and California laws that impose limits on the amount of an employee's income that may be subject to garnishment or wage withholding.

## EMPLOYEE BENEFITS

Ace Makerspace has developed a set of employee benefits designed to supplement our employees' regular wages, including:

- Time off and other leave
- Workers compensation insurance
- an operations Membership

Ace Makerspace reserves the right to modify its benefits at any time, with or without notice to employees. Employees should contact Ace Makerspace Executive Director and the plan administrators with specific questions.

Ace Makerspace does not offer any other benefit plans beyond what is described in the section below.

### Time Off and Other Leave

#### *Paid Time Off*

Ace Makerspace does not offer a earned paid time off (PTO) policy at this time.

#### *Sick Leave*

Ace Makerspace complies with federal, California, and Oakland sick leave laws.

Full-time, part-time, and temporary employees accrue paid sick leave according to the following protocol, pursuant to Measure FF and Oakland Municipal Code section 5.92.030

1. If the employee worked *less than* two hours in the workweek, accrue 0 hours of paid sick leave.
2. If the employee worked at least two hours in the workweek (including overtime), accrue 1 hour of paid sick leave for every thirty (30) hours worked in the City of Oakland. Accrual is in one-hour increments.
3. No employee may accrue more than forty (40) hours of paid sick leave (as long as Ace Makerspace has fewer than ten (10) paid employees)

Workers can use paid sick days to take care of family members who are sick, including designating any individual for whom the worker can use sick leave to support. Workers may not be required to find or confirm a replacement if they need to use sick leave to care for themselves or others

#### *Oakland Measure FF*

In compliance with the Oakland Measure FF and amendments thereto, eligible Ace Makerspace employees may use unscheduled paid leave for absences:

- When an employee is physically or mentally unable to perform his/her duties due to illness, injury, pregnancy or medical condition;
- To obtain a professional diagnosis or treatment of his/her medical condition or undergo a physical examination; and
- To aid or care for a child, parent, legal guardian or ward, sibling, grandparent, grandchild, spouse, registered domestic person or a "Designated Person" who is ill, injured, or receiving medical care, treatment or diagnosis.

If an employee has no spouse or registered domestic partner, he/she may designate one individual that they will aid or care for under the Paid Sick Leave Measure. employees may change a designation or make a designation for the first time on an annual basis with a window of ten (10) workdays.

Ace Makerspace leadership may not deny requests for leave when the leave is being used consistent with Measure FF. Unscheduled leave will be paid if the need for leave is unforeseeable and the employee has given timely verbal notice for which paid leave is requested or, if the employee has an emergency, within twenty-four hours of the onset of the emergency.

### *Holidays*

While Ace Makerspace is open 24/7, Ace Makerspace observes the following holidays for all employees. Non-exempt employees scheduled to work on the days below are entitled to holiday pay.

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Indigenous Peoples (Columbus) Day
- Veterans Day
- Thanksgiving
- Christmas

### Sick Leave Request Procedure

A covered employee who needs to use paid sick leave:

- For foreseeable reasons, he/she/they should contact Ace Makerspace leadership verbally or in writing as soon as he/she is aware of the need to take leave and provide a reason for the absence and the expected duration of the leave.
- For unforeseeable reasons, he/she/they must provide Ace Makerspace leadership with a request for leave as soon as possible, preferably prior to the start of the organization day during which the leave is requested.
- In the case of emergency, he/she must notify his/her Supervisor of the request as soon as practicable, preferably prior to the start of the next organization day or within 24 hours of the onset of the emergency, whichever occurs sooner.

A covered employee may be required to provide reasonable certification to Ace Makerspace leadership upon the employee's return to work or within one organization day thereafter concerning the employee's use of sick leave, if the employee used more than three consecutive workdays for such leave.

### Retaliation Prohibition

Ace Makerspace prohibits retaliation against any covered Ace Makerspace employee for requesting or using sick leave in accordance with this policy and the California Sick and Safe Leave Act. Following termination, if an employee is rehired by Ace Makerspace as a full-time or part-time employee within one year of separation, any previously accrued but unused sick leave will be reinstated.



An employee's unused balance of accrued paid sick leave does not carry over from year to year. Ace Makerspace does not compensate employees for unused sick leave upon voluntary or involuntary termination of employment.

### Bereavement Leave

All full-time and part-time employees may receive up to ten paid bereavement days for the death of an employee's spouse, domestic partner, or children (i.e. biological or adopted child, minor legal ward, or stepchild). All full-time and part-time employees may receive up to four paid bereavement days for the death of a parent, legal guardian, sibling, or grandchild. All full-time and part-time employees may receive up to two paid bereavement days for the death of an aunt, uncle, or grandparent.

Requests for bereavement leave should be made to Ace Makerspace leadership as soon as possible. Ace Makerspace reserves the right to request written verification of an employee's familial relationship to the deceased and his or her attendance at the funeral service, or related event, as a condition of bereavement pay.

### Jury Duty/Witness Leave

Full-time employees summoned for jury duty, or subpoenaed to testify as a witness, will be granted the necessary time off upon furnishing proof of such notice to serve. Absences for jury or witness duty are not deducted from any leave allowance. Full-time employees will be paid their regular salary for up to ten business days of jury duty. Should you have to serve longer than ten business days, compensation for your service will be determined on a case-by-case basis. Your leave may include unpaid time off, if applicable. Temporary and part-time employees will not be paid for jury or witness duty.

### Voting Leave

The organization encourages all employees to vote. Most polling facilities for elections for public office are scheduled to accommodate working voters. The organization, therefore, requests that employees schedule their voting for before or after their work shift. An employee who expects a conflict, however, should notify his or her supervisor, in advance, so that schedules can be adjusted if necessary.

### Military Leave

Full-time employees who are absent from work due to service in the uniformed services, including but not limited to, service in the armed forces of the United States or the armed forces reserves, the national guard, or another commissioned corps of public service, will be granted an unpaid leave of absence in accordance with federal and state laws governing such leaves, such as the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Unless otherwise provided by state law, employees on such leaves of absence are generally entitled to certain reemployment rights and benefits if they meet the following requirements:

- Advance Notice: The employee must personally, or through an officer of the service, give written or verbal notice before the need for military leave begins, unless precluded by military necessity or circumstances which make notice unreasonable or impossible;
- Duration of Leave: The employee's cumulative period of service in the uniformed services while in Ace Makerspace's employment may not exceed five years, unless additional service is required to complete an initial period of obligated service, the employee is unable to obtain orders of release through no fault of his/her own, the employee is able to certify in writing by the Secretary of Defense that additional training

is required, or additional service is required during a national emergency or war; and

- Timely Reemployment Application: The employee must return to work or apply for reemployment within the required time frame depending on the length of the employee's service.

An eligible employee should contact Ace Makerspace leadership for more details regarding military leave (e.g., what type of service qualifies for this leave entitlement, what constitutes timely reemployment, under what circumstances an employee's application for reemployment may be denied, an employee's rights and obligations related to employment benefits while on leave and upon returning from leave, etc.).

### Family and Medical Leave (FMLA)

Ace Makerspace provides unpaid, job-protected leave for certain family and medical reasons to eligible employees in accordance with the Federal Family and Medical Leave Act of 1993, as amended ("Federal FMLA") and other applicable law. Eligible employees may coordinate FMLA leave with other types of paid and/or unpaid, and these leaves will run concurrently.

#### *Purposes of Leave*

Eligible employees may take unpaid family or medical leave pursuant to the Federal FMLA under the following circumstances:

- an employee's own serious health condition (other than pregnancy- or childbirth-related disability, discussed below)
- an employee's need to care for a child, parent, spouse (including a registered domestic partner), grandparent, grandchildren, or sibling with a serious health condition
- an employee's wish to bond with a new child within 12 months of birth, adoption, or foster care placement; and
- "qualifying exigency" military leave, for reasons including short notice deployment; military events and related activities; and spending time with a covered military member on short-term leave.

A serious health condition for purposes of family leave means an illness, injury, impairment, or physical or mental condition that requires:

- at-home care or in-patient care in a hospital, hospice, or residential medical care facility, or
- continuing treatment by a physician or health care practitioner.

#### *Duration of Leave*

The Federal FMLA provides twelve weeks of unpaid leave during a 12-month period. Spouses who are employed by Ace Makerspace may be limited in their use of leave in some circumstances and should consult Ace Makerspace leadership with questions.

Federal FMLA and other leave may run concurrently and cannot be used consecutively if leave is covered under both laws.

#### *Eligible Employees*

An employee is eligible for Federal FMLA leave if he/she (i) has been employed by Ace Makerspace for 12 months (which need not be consecutive, and includes periods of paid and unpaid leave), and (ii) has worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

#### *Eligible Family Members*

The Federal FMLA collectively define a family member as:

- A spouse (i.e., husband or wife).
- A person with whom the employee shares or has shared within the last year a mutual residence and with whom the employee maintains a committed relationship.
- A son or daughter (biological, adopted, foster, stepchild, legal ward, or a child of a person standing in loco parentis) who is either under the age of 18, or over the age of 18 and disabled within the meaning of the Americans with Disabilities Act.
- A parent (including a person who has acted in loco parentis, such as a stepparent or grandparent).

Ace Makerspace may require reasonable documentation to confirm a family relationship.

#### *Qualifying Serious Health Conditions*

The Federal FMLA collectively define a serious health condition as an illness, injury, impairment, or physical or mental condition that involves either:

- Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with the inpatient care.
- Continuing treatment by a health care provider.

A serious health condition *does not* include the following unless complications arise, and/or the condition requires continuing treatment by a healthcare provider: common cold, flu, earaches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontic problems, periodontal diseases, and cosmetic treatments.

#### *Medical Certification*

Ace Makerspace may require an employee to provide medical certification for the employee's own serious health condition or for the serious health condition of a family member. Medical certification should be provided in advance whenever possible. When this is not possible, the employee is expected to provide the certification to Ace Makerspace leadership within fifteen calendar days of his or her request for leave.

Ace Makerspace leadership may not request additional information related to an employee's need for family or medical leave. However, Ace Makerspace leadership may contact the employee's health care provider for the purposes of clarification and authenticity of the medical certification.

All employees returning from a medical leave must provide medical certification of their fitness to

return to work before they begin working. Ace Makerspace also requires periodic updates to support leave in excess of 30 days and requests to extend leave. If the initial leave request was longer than 30 days, medical certification is required every 30 days after the expiration of the initial leave request. Consistent with other applicable leave policies, failure to provide medical certification may result in discipline or termination due to unexcused absences.

If there is a dispute about the initial medical opinion as to an employee's own serious health condition, Ace Makerspace may require a second opinion by a health care provider of its choice at its expense. If a third opinion is necessary, a third health care provider may be selected, also at Ace Makerspace's expense.

#### *Intermittent Leave or Reduced Schedule Leave*

Ace Makerspace employees may not take intermittent leave or reduced work schedule for the birth or adoption of a child or the placement of a child in foster care, absent an express, written agreement with the Ace Makerspace leadership. Leave taken for a serious health condition of an employee or family member may be taken intermittently or on a reduced work schedule where a health care provider determines that doing so is medically necessary, and the employee provides required medical certification. If an employee takes intermittent leave or a reduced work schedule, Ace Makerspace may temporarily transfer that employee to another position with equivalent pay and benefits to better accommodate the leave.

When planning medical treatment, an employee should make a reasonable effort to schedule leave so as not to unduly disrupt Ace Makerspace's operations. Employees are expected to consult Ace Makerspace leadership prior to the scheduling of treatment to work out a schedule that best suits the needs of both the employee and Ace Makerspace.

#### *Leave Request Procedure*

Requests for FMLA leave must be approved in advance by Ace Makerspace leadership. If the need for leave is foreseeable, an employee must provide Ace Makerspace with written notice at least 15 days before the start of the leave. If the need is unforeseeable, and 15 days' notice is not possible, notice must be given, at least orally, as soon as practical.

When an employee requests leave under this policy, it is essential to specify whether the leave requested is for family or medical purposes. Leave requests should set forth the reasons for the requested leave, the anticipated duration of the leave, and the anticipated start date of the leave. All employees requesting a leave extension should also do so in writing, if possible, two weeks prior to the end of their scheduled leave. Please contact Ace Makerspace leadership for additional information and/or to obtain the proper forms.

Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until the employee complies with this notice policy.

### *Compensation During Leave*

All FMLA leave is unpaid, but eligible employees may substitute Ace Makerspace paid leave, including any available sick leave, vacation leave, or parental leave, may apply for short- and/or long-term disability benefits, or may be eligible for workers' compensation benefits.

Consistent with federal law, available sick leave may not be used during any FMLA leave that also qualifies for workers' compensation benefits. It is the employee's responsibility to apply for workers' compensation benefits, if appropriate, using a form provided by Ace Makerspace. When all forms of paid leave have been exhausted or are unavailable, employees may continue the balance of their leave under this policy on an unpaid basis.

The length of an employee's FMLA leave shall not be extended by his or her use of available sick leave or receipt of workers' compensation benefits during leave. FMLA leave shall not constitute a break in service for purposes of longevity, seniority, or any employee benefit plan. Sick leave continues to accrue only during the paid portion (if any) of FMLA leave.

### *Returning to Work*

Before returning to work from medical leave, an employee must provide satisfactory medical certification of his/her fitness to return to work.

Upon returning from protected leave, eligible employees will generally be returned to the same position held prior to the leave, or one that is equivalent in pay, benefits, and the terms and conditions of employment. Being on family or medical leave does not provide employees to any further right to employment than if they had not been on leave. Even though an employee is on leave, an employee may be terminated if the employee would have been terminated if he/she had not been on leave (such as when there has been a reduction in force or job abolishment, the employee was employed for a specific period or project which has ended or based on the employee's work performance or conduct). Ace Makerspace reserves the right to deny job restoration to a "key employee" as defined by the U.S. Department of Labor regulations.

Acceptance of other employment during FMLA leave will be considered a resignation from Ace Makerspace.

Employees who do not return to work upon the expiration of their approved FMLA leave shall be terminated subject to applicable workers' compensation law, the Americans with Disabilities Act, and other applicable laws.

### *Military Caregiver Leave*

An eligible employee who is the child, spouse, parent, or next of kin of a covered service member may take Military Caregiver Leave, pursuant to the FMLA, which must be used to care for a covered service member with an injury or illness incurred in line of duty, while on active duty in the Armed Forces, that renders he or she medically unfit to perform the duties of the service member's office, grade, rank, or rating. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary disability retired list, for a serious injury or illness. FMLA leave allows for eligible employees a total of 26 workweeks of unpaid FMLA leave within a 12-month period to care for a military service member.

Employees are expected to give reasonable prior notice, preferably 30 days, of the need to take Military Caregiver Leave. If unforeseeable, then within the timeframe of the absence notification within the leave notification policy as described above.

Ace Makerspace may require proof of the service member's military status and proof of the serious injury or illness. Medical certification should be provided in advance if possible. When this is not possible, the employee is expected to provide the certification within fifteen calendar days of his or her request. If an employee fails to provide certification, Ace Makerspace reserves the right to deny the employee continuation of leave.

### Paid Parental Leave

Whether through direct payments from Ace Makerspace or indirectly through paid family leave taxes previously paid by Ace Makerspace, Ace Makerspace will provide up to twelve weeks of paid parental leave ("Paid Parental Leave") to full-time employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child. This policy will run concurrently with Federal and state Family and Medical Leave Act (FMLA) leave, as applicable.

Eligible employees must meet the following criteria:

- Have been employed with the company for at least 6 months (the 6 months do not need to be consecutive).
- Be a full- or part-time, regular employee (temporary employees are not eligible for this benefit).

In addition, employees must meet one of the following criteria:

- Have given birth to a child.
- Be a spouse or committed partner of a woman who has given birth to a child.
- Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger). The adoption of a child by a new spouse is excluded from this policy.

### *Amount, Time Frame and Duration of Paid Parental Leave*

- Eligible employees will receive a maximum of twelve weeks of paid parental leave per birth, adoption or placement of a child/children. The fact that a multiple birth, adoption or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the twelve-week total amount of paid parental leave granted for that event. In addition, in no case will an employee receive more than twelve weeks of paid parental leave in a rolling 12-month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that 12-month time frame.
- The Ace Makerspace Paid Parental Leave must be taken in tandem with California's Paid Family Leave. Ace Makerspace will pay the difference of California's Paid Family Leave benefit amount to equal 100 percent of the employee's regular, straight-time weekly pay. The Ace Makerspace portion of Paid Parental Leave will be paid on a semi-monthly basis on regularly scheduled pay dates. Additional information on California Paid Family Leave is can be found at <https://Californiapaidfamilyleave.California.gov/>.
- Approved paid parental leave may be taken at any time during the six-month period immediately following the birth, adoption or placement of a child with the employee. Paid parental leave may not be used or extended beyond this six-month time frame.
- Employees must take paid parental leave in one continuous period of leave and must use all paid parental leave during the six-month time frame indicated above. Any unused paid parental leave will be forfeited at the end of the six-month time frame. The company will maintain all benefits for employees during the paid parental leave period just as if they were

taking any other company paid leave such as paid personal/sick leave.

- If a company holiday occurs while the employee is on paid parental leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total paid parental leave entitlement
- Upon termination of the individual's employment at the company, he or she will not be paid for any unused paid parental leave for which he or she was eligible

#### *Coordination with Other Policies*

- Paid parental leave taken under this policy will run concurrently with leave under applicable Federal and State FMLA, and organization-sponsored disability policies.
- After the paid parental leave is exhausted, the balance of FMLA leave (if applicable) will be compensated through employees' personal/sick time. Upon exhaustion of accrued personal/sick time, any remaining leave will be unpaid leave.
- An employee who takes paid parental leave that does not qualify for FMLA leave will be afforded the same level of job protection for the period of time that the employee is on paid parental leave as if the employee was on FMLA-qualifying leave.

#### *Requests for Paid Parental Leave*

- The employee will provide his or her supervisor and Human Resources with notice of the request for leave at least 45 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The employee must complete the necessary HR forms and provide all documentation as required by the HR department to substantiate the request.
- As is the case with all company policies, the organization has the exclusive right to interpret this policy.

#### Accommodations for Lactating Mothers

Ace Makerspace will provide a reasonable amount of break time to accommodate an employee's need to express breast milk for the employee's infant child, for up to one year after the birth of the employee's child. The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt employees should clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time generally will be unpaid in accordance with state law. Ace Makerspace will also make a reasonable effort to provide nursing employees with the use of a room or other location near the employees work area to express breast milk.

The Employee Handbook does not cover every aspect of the CFRA or the Federal FMLA. For additional information, please contact Ace Makerspace leadership. Employees should notify their manager to request time needed under this policy.

#### UNPAID LEAVE

Consistent with all applicable federal and state laws, employees may be granted unpaid leave in appropriate circumstances at the discretion of Ace Makerspace leadership.

#### **Workers Compensation Insurance**

On-the-job injuries are covered by Ace Makerspace's Workers' Compensation insurance policy. This insurance is provided at no cost to an employee. If an employee becomes injured on the job, the employee should report the incident immediately to Ace Makerspace leadership.



## UNEMPLOYMENT INSURANCE

The purpose of unemployment insurance is to replace part of your income if you are laid off or terminated through no fault of your own. The organization pays the full cost of unemployment insurance, but it does not decide who is eligible for benefit payments or the amount of the payments. This eligibility and payment amount is decided by state law.

## **HARASSMENT POLICY**

### **POLICY PROHIBITING HARASSMENT**

Ace Makerspace is committed to providing a work environment that is free of harassment. As an equal opportunity employer, Ace Makerspace complies with all applicable federal and California anti-harassment laws. Ace Makerspace prohibits harassment based on (but not limited to) race, color, national origin, ancestry, sex (including pregnancy, childbirth, lactation, and related medical conditions) gender (including gender identity and expression), sexual orientation, religion, age, genetic information, physical or mental disability, political affiliation, marital status, familial responsibilities, personal appearance, source of income, veteran status, uniform service member status, immigration status (except as necessary to comply with federal, state, or local law), or any other protected class under applicable federal or California law.

Prohibited harassment is verbal or physical conduct that denigrates or shows hostility to an individual based on one of the protective categories specified above. Prohibited harassment may include, but is not limited to, epithets, slurs, derogatory comments or jokes, intimidation, negative stereotyping, threats, assault or any physical interference with the employee's normal work or movement.

Harassment may also include written or graphic material placed on walls, bulletin boards or elsewhere on Ace Makerspace's premises or circulated in the workplace that denigrates, and/or shows hostility or aversion towards an individual or group because of the characteristics identified above. The conduct prohibited by this policy includes conduct in any form including but not limited to email, voice mail, chat rooms, Internet use or history, text messages, pictures, images, writings, words or gestures.

## **POLICY PROHIBITING SEXUAL HARASSMENT AND UNWELCOME SEXUAL CONDUCT**

Ace Makerspace is committed to providing a workplace free of sexual harassment and other unwelcome sexual conduct. Ace Makerspace prohibits unwelcome sexual conduct that creates an offensive or hostile working environment or unwelcome sexual conduct that is made a condition of working at Ace Makerspace. Sexual harassment may occur between people of the same or opposite sex.

Examples of prohibited unwelcome sexual conduct include, but are not limited to:

- Verbal harassment (e.g., sexual requests, comments, jokes, slurs);
- Physical harassment (e.g., physical contact); and
- Visual harassment (e.g., posters, cartoons, e-mails or drawings of a sexual nature).

Our workplace is not limited to Ace Makerspace's facilities but includes anywhere a business/organization-related function is taking place, including all Ace Makerspace sponsored events. Sexual harassment and any unwelcome sexual conduct of any kind may result in disciplinary action, up to and including termination of employment, regardless of whether it is unlawful.

## **POLICY PROHIBITING SEXUAL ABUSE**

Ace Makerspace prohibits and does not tolerate sexual abuse in the workplace or in any Ace Makerspace related activity. Sexual abuse includes sexual molestation, sexual assault, sexual exploitation, or sexual injury. As explained below, Ace Makerspace provides procedures for employees, volunteers, board members, members, guests, vendors, or others to report sexual abuse and disciplinary penalties for those who commit such acts. No employee, volunteer, or third party, no matter his or her title or position has the authority to commit or allow sexual abuse. Any incidents of sexual abuse reasonably believed to have occurred will be reportable to appropriate law enforcement agencies and regulatory agencies.

Ace Makerspace has a zero-tolerance policy for any sexual abuse committed by an employee, volunteer, board member or third party.

## **COMPLAINT PROCEDURE AND OPEN-DOOR POLICY**

Ace Makerspace has an open-door policy. If an employee believes that he or she has been subjected to unwelcome conduct, prohibited harassment, discrimination, or retaliation by

any Ace Makerspace employee(s), volunteer(s), board member(s), member(s), guests, vendor(s), or others the employee should immediately report the incident to Ace Makerspace leadership. If either of these individuals are involved in the reported conduct, or, for some reason the employee feels uncomfortable making a report to leadership, the employee should make a report to the Chair of the Board. Reporting may be done in person, in writing, or by telephone.

During the complaint process, Ace Makerspace will protect, to as great a degree as is legally possible, the confidentiality of the information received, the privacy of the individuals involved, and the wishes of the complaining person. Ace Makerspace will not retaliate, nor will it tolerate retaliation, against employees who complain in good faith about harassment or discrimination in the workplace. If Ace Makerspace receives an allegation of harassment or discrimination or has reason to believe harassment or discrimination is occurring, we will take the necessary steps to ensure that the matter is promptly investigated and addressed. If the allegation is determined to be credible, Ace Makerspace will take immediate and effective measures to end the unwelcome and/or unlawful behavior.

Ace Makerspace leadership who observe, are informed of, or reasonably suspect incidents of possible harassment or discrimination must immediately report such incidents to Ace Makerspace leadership, which will either initiate or oversee a prompt investigation. Failure to report such incidents are considered a violation of this policy and may result in disciplinary action, up to and including termination.

Appropriate disciplinary action will be taken against any employee who violates this policy. Based on the seriousness of the offense, disciplinary action may include verbal or written reprimand, suspension, or termination of employment. Ace Makerspace leadership will take effective measures to ensure no further apparent or alleged harassment occurs pending completion of an investigation.

Ace Makerspace employees are encouraged, and welcome, to share ideas, suggestions, and complaints with Ace Makerspace leadership, members of the Ace Makerspace Board. We hope this open-door policy promotes a sense of open communication, camaraderie, and fosters a team environment.

Ace Makerspace's Whistleblower Policy prohibits retaliation against any employee(s), volunteer(s), board member(s), member(s), guests, vendor(s) or other who reports a good faith complaint, or who participates in any related investigation.

## **WHISTLEBLOWER POLICY AND PROCEDURES**

Ace Makerspace is committed to lawful and ethical behavior in all its activities and requires the board, advisors, employees and volunteers to act in accordance with all applicable laws, regulations and policies and observe high standards of business and personal ethics in the conduct of their duties and responsibilities.

The objectives of Ace Makerspace's whistleblower policy are to establish policies and procedures to:

- Prevent or detect and correct improper employer wrongdoing, including violation of public policies expressed in statutes, regulations, or constitution as provisions;
- Encourage each director, officer, employee and volunteer ("Individual") to report what he or she in good faith believes to be a material violation of law or policy or questionable accounting or auditing matter by Ace Makerspace;
- Ensure the receipt, documentation, retention of records, and resolution of

- reports received under this policy; and
- Protect Individuals from retaliatory action.

### Reporting Responsibility

Each Individual has an obligation to report what he or she believes is a material violation of law or policy or any questionable accounting or auditing matter by Ace Makerspace, its directors, advisors, employees, volunteers, or other representatives. The types of concerns that should be reported include, for purposes of illustration and without being limited to, the following:

- Providing false or misleading information on Ace Makerspace's financial documents, grant reports, tax returns or other public documents;
- Providing false information to or withholding material information from Ace Makerspace's auditors, accountants, lawyers, directors or other representatives responsible for ensuring Ace Makerspace compliance with fiscal and legal responsibilities;
- Embezzlement, private benefit, or misappropriation of funds;
- Material violation of Ace Makerspace policy, including among others, confidentiality, conflict of interest, whistleblower, ethics and document retention;
- Discrimination based on any protected class;
- Sexual harassment or abuse;
- Facilitating or concealing any of the above or similar actions.

### Reporting Concerns

#### *Employees*

Whenever possible, employees should seek to resolve concerns by reporting issues directly to Ace Makerspace leadership until matters are satisfactorily resolved. However, if for any reason an employee is not comfortable speaking to leadership or does not believe the issue is being properly addressed, the employee may contact a member of the Ace Makerspace Board.

#### *Board Members, Advisors and Other Volunteers*

Board members, advisors, and other volunteers may submit concerns to Ace Makerspace leadership. If the volunteer, advisor, or board member is not comfortable reporting to either of these individuals, or if he/she does not believe the issue is being properly addressed, he/she may report directly to the Chair of the Board.

### Handling of Reported Violations

Ace Makerspace will promptly investigate all reports filed in accordance with this policy with due care. Matters reported internally without initial resolution will be investigated to determine if the allegations are true, whether the issue is material and what actions, if any, are necessary to correct the problem. Ace Makerspace leadership will issue a full report of all matters raised under this policy to the Board. The Board may conduct a further investigation upon receiving the report.

For matters reported directly to the Chair of the Board, the Board shall promptly acknowledge receipt of the complaint to the complainant, if the identity of the complainant is known, and investigate to determine if the allegations are true and whether the issue is material and what, if any, corrective action is necessary. Upon the conclusion of this investigation, the Board shall promptly report its findings.

The Board shall have full authority to investigate concerns raised in accordance with this policy and may retain outside legal counsel, accountants, or any other resources reasonably necessary to conduct a full and complete investigation of the allegations.

### No Retaliation

This Whistleblower Policy is intended to encourage and enable board members, advisors, employees, and volunteers to raise serious concerns within the organization for investigation and appropriate action. With this goal in mind, no board member, advisor, employee, or volunteer who, in good faith, reports a concern shall be threatened, discriminated against, or otherwise subject to retaliation or, in the case of an employee, adverse employment consequences due to such a report. Moreover, a volunteer or employee who retaliates against someone who has reported a concern in good faith is subject to discipline up to and including dismissal from the volunteer position or termination of employment.

### Acting in Good Faith

Anyone reporting a concern must act in good faith and have reasonable grounds for believing the matter raised is a serious violation of law or policy or a material accounting or auditing matter. The act of making allegations that prove to be unsubstantiated, and that prove to have been made maliciously, recklessly, with gross negligence, or with the foreknowledge that the allegations are false, will be viewed as a serious disciplinary offense and may result in discipline, up to and including dismissal from the volunteer position or termination of employment. Depending on the circumstances, such conduct may also give rise to other actions, including civil or criminal lawsuits.

## Confidentiality

Ace Makerspace will treat all communications under this policy as confidentially as possible, but may need to disclose information for business reasons, including:

- 1) to conduct a complete and fair investigation, or
- 2) for review of Ace Makerspace's operations by Ace Makerspace's Board, Finance Committee, independent public accountants, and/or legal counsel.

## **WORKPLACE NORMS AND EMPLOYEE CONDUCT**

### **PERFORMANCE EVALUATION**

#### **Progressive Performance Improvement Policy**

As an employee at Ace Makerspace, you are expected to exhibit and maintain the highest level of ethical and moral standards and act in accordance with all federal, state, and local laws, as well as Ace Makerspace protocols and standards.

Ace Makerspace has developed the following system of advisories to help you understand and meet the performance level and standards of conduct expected of you. *The Progressive Performance Improvement Policy is a guideline only.* Ace Makerspace reserves the right to deviate from these policies and procedures at any time at its absolute discretion.

#### Step 1 - Verbal Warning

Your supervisor discusses with you the problem that has occurred and the possibility of corrective action if the problem continues. Some examples of issues that could result in a verbal warning would be noncompliance with the dress code, time, as well as not submitting timesheets.

#### Step 2 - Written Warning

Your supervisor reviews the facts with you, explains the infraction, and restates the expected behavior in writing. You are told that further corrective action will be considered if another violation occurs. You may be placed on a Performance Improvement Plan (PIP). Some examples of issues that could result in a written warning would be excessive tardiness or absences, as well as not attending mandatory meetings or events.

#### Step 3 – Suspension

You may be suspended for up to five working days without pay. When immediate action is necessary, or when all of the facts are not available, your supervisor may suspend your work and request you leave the area until a final decision is reached. If an investigation absolves you of blame, you will be paid in full for the time lost during suspension. The relevant administrator will review any suspensions. Some examples of issues which would warrant a suspension would include allegations of inappropriate behavior towards coworkers.

#### Step 4 – Discharge

You are terminated from your employment at Ace Makerspace. This may be the immediate result depending on the circumstances, prior warnings/write-ups, and/or the severity of the situation.

***Nothing in this discipline policy provides any contractual rights regarding employee discipline or counseling, and this policy in no way shall be read as modifying the at-will employment relationship between you and Ace Makerspace.***

#### **APPROPRIATE ATTIRE**

Employees are expected to dress appropriately when at Ace Makerspace. The following are generally regarded as inappropriate attire: cut-off shorts, flip-flops, revealing clothing, clothing with curse words, or any article of clothing that degrades the image of the organization or Ace Makerspace. Any employee appearing for work in unsuitable attire may be asked to go home and change clothes.

Non-exempt Ace Makerspace employees will be provided with the following items after hiring:

- Two (2) Ace Makerspace shirts
- A nametag

Non-exempt employees are expected to wear an Ace Makerspace shirt, their nametag, and appropriate bottoms, and closed toe shoes at all times during work hours.

#### **STANDARDS OF CONDUCT**

Employees are expected to conduct themselves in a mature and responsible manner consistent with the mission and values of Ace Makerspace. In this regard, there are certain standards of conduct that all employees must know and follow both on and off Ace Makerspace premises. These rules are designed for the protection of our employees, and for the good of Ace Makerspace as a whole. It is not possible to list all the forms of behavior that are considered unacceptable during your employment, but the following are examples of conduct that may result in disciplinary action, including but not limited to suspension or termination of employment:

- Theft or unauthorized removal or possession of property belonging to another
- Use of racial slurs, derogatory comments, or insults
- Falsification of timekeeping or other records
- Working under the influence of alcohol or illegal drugs (or abusing prescription medication)
- Fighting or threatening violence in the workplace
- Negligence or improper conduct leading to damage of Ace Makerspace property
- Smoking in prohibited areas

- Rude or unprofessional behavior toward a member or other employee
- Sexual or other unlawful harassment or discrimination
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Excessive absenteeism or any absence without notice
- Unauthorized or unnecessary absence from the workplace during the workday
- Unauthorized use of telephones, mail system or other Ace Makerspace equipment
- Unauthorized disclosure of confidential business information
- Violation of personnel policies
- Unsatisfactory performance or conduct
- Inappropriate activities involving children
- Inappropriate and unprofessional attire during the organization day or at Ace Makerspace events
- Providing maliciously false or misleading information
- Failure to cooperate in or interfering with a Ace Makerspace investigation

Where, in the judgment of Ace Makerspace, an employee's performance or conduct does not meet our standards, Ace Makerspace will take the action that it determines to be appropriate. Employees shall be subject to disciplinary action, up to and including discharge without notice. Both Ace Makerspace and the employee have the right to end the employment relationship at any time with or without cause or notice.

#### *Telephone Use in the Workplace*

Personal use of the organization's telephones, personal use of an organization-issued cell phone, or personal use of your personal cell phone should be limited to breaks or other non-work time. It is understandable that emergencies can arise, and so Ace Makerspace is committed to accommodating where reason is warranted.



### *Employee Fraternalization Policy*

Ace Makerspace permits the employment of qualified family members, domestic partners, and significant others, if such employment does not create a conflict of interest. In accordance with Ace Makerspace's employment policies, employee hiring, or promotion shall be based on an employee's job qualifications and performance. Relationships by family, marriage, domestic partnership, or significant others shall neither advantage nor disadvantage an employee's selection, promotion, salary, or other conditions of employment.

Ace Makerspace recognizes that at times, employees and their family members, domestic partners, significant others, and/or personal relationships may be assigned to positions that create a coworker or supervisor-subordinate relationship and will exercise sound judgment with respect to the placement of employees in these situations.

### *Outside Employment*

Any employee may engage in outside employment which does not interfere with the employee's performance or the employment covered by this contract or which does not involve use of the employer's property, facilities, authority or name.

### *Leaving Campus*

Any employee may leave campus for no more than 30-minutes each day (considered your lunch break).

## **ALCOHOL, DRUG, AND TOBACCO FREE WORKPLACE**

Employees who work while under the influence of drugs and alcohol present a safety hazard to members, themselves, and their co-workers. Employees shall not use drugs, alcohol, or tobacco if it causes impaired ability. This judgement is made by the Executive Director or her designee.

Ace Makerspace's social events typically take place in an environment with alcohol present. Employees working during these types of events may use alcohol as long as it does not impair their working abilities.

The following conduct is prohibited on Ace Makerspace's property, including but not limited to organization buildings, grounds, parking lots, and off-site activity areas with staff or members.

- Possession, transfer, sale, distribution, use or solicitation of illegal drugs on Ace Makerspace property (including the parking lot and adjacent areas) or during working hours.
- Possession (in unopened containers) or use of alcohol on Ace Makerspace property (including adjacent areas) or during working hours, unless specifically authorized by the organization Leader.
- Use of tobacco products on Ace Makerspace property (including the parking lot and adjacent areas) during working hours.
- Reporting to work or being present at work while being intoxicated or impaired by alcohol or drugs. This does not include the authorized use of alcohol at

Ace Makerspace sponsored functions or activities.

- Reporting to work, or being present at work, with a detectable amount of any illegal drug or its metabolites in the employee's body.
- Abuse of prescribed drugs. Prescribed drugs will be allowed only when taken in accordance with a physician's prescription, and where such use will not adversely affect the ability of an individual to properly and safely perform his or her duties. Any employee who is taking prescription drugs that may affect the employee's ability to perform the job properly and safely should inform the organization Leader before or immediately upon reporting to work. Abuse of prescribed drugs will not be tolerated and will be treated in the same fashion as use of illegal drugs.

Consistent with its fair employment policy, Ace Makerspace maintains a policy of non-discrimination and reasonable accommodation with respect to recovering addicts and alcoholics and those having a medical history reflecting treatment for substance abuse conditions. Employees are encouraged to seek assistance before their drug and alcohol use renders them unable to perform their essential job functions or jeopardizes the health and safety of themselves or others. Ace Makerspace will attempt to assist employees through referrals to rehabilitation and/or appropriate leaves of absence and other measures, consistent with Ace Makerspace's policies and applicable federal, state, or local laws.

Ace Makerspace further reserves the right to take any and all appropriate and lawful actions necessary to enforce this alcohol, drug, and tobacco free workplace policy including, but not limited to, the inspection of Ace Makerspace issued lockers, desks, or other suspected areas of concealment, as well as an employee's personal property when Ace Makerspace has reasonable suspicion to believe that the employee has violated this drug, alcohol, and tobacco free workplace policy. Furthermore, if there is any reasonable suspicion that an employee has taken illegal drugs, or is on illegal drugs, while on Ace Makerspace's property, Ace Makerspace reserves the right to conduct a drug test.

Violations may result in disciplinary actions up to and including termination.

## **CONFIDENTIAL BUSINESS INFORMATION**

During employment, Ace Makerspace employees may have access to confidential business information. Confidential business information is a valuable and unique asset of Ace Makerspace or third parties who have furnished it to Ace Makerspace. Releasing such information without Ace Makerspace's explicit consent may cause irreparable harm. Employees are prohibited from revealing confidential business information to anyone outside Ace Makerspace unless given specific permission to do so by Ace Makerspace leadership.

Confidential business information includes, but is not limited to, Ace Makerspace's financial information, data or statements; the existence and contents of agreements; proposals; grants; strategies; donor lists; contact lists; membership lists; member lists; member contact information; computer data; and planned activities that are not public knowledge.

Representatives of government or law enforcement agencies, in the course of their duties, may be allowed access to file information. This decision will be made at the discretion of Ace Makerspace leadership in response to an employee's request, a valid subpoena, or valid court order. Information that is or later becomes publicly available in a manner wholly unrelated to any breach of this policy will not be considered confidential business information as of the date it enters the public domain. If you are uncertain whether something is confidential business information, you shall treat it as confidential until you receive clarification from Ace Makerspace leadership.

Nothing in this policy is intended or shall be construed as prohibiting or limiting employees from disclosing or discussing wages, hours, or other terms and conditions of employment as protected under the National Labor Relations Act.

## **CONFLICTS OF INTEREST**

Employees must refrain from any activity or from having any financial interest that is inconsistent with Ace Makerspace's best interest. In addition, employees must refrain from activities, investments, or associations that compete with Ace Makerspace, interfere with the employee's judgment concerning Ace Makerspace's best interests, or exploit the employee's position with Ace Makerspace for personal gain.

Before accepting a gift from any vendor, individual, or organization that sells or provides a service to, purchased from, or competes with Ace Makerspace, you must first contact and consult with Ace Makerspace's Treasurer. The purpose of this policy is to prevent any real or perceived conflicts of interest on the part of Ace Makerspace and/or any of its individual employees. This policy is effective regardless of either the value of the proposed gift, or an employee's specific position of employment at Ace Makerspace. This policy is inapplicable to any gifts, donations, or grants solicited by Ace Makerspace employees for purposes of funding or supporting Ace Makerspace's programs and activities.

Ace Makerspace does not retaliate against any employee who in good faith discloses a violation of the Conflict of Interest policy.

## **EMPLOYEE SAFETY**

Due to the nature of Ace Makerspace's work, Ace Makerspace asks that all employees, both part-time and full-time, are able to lift and carry, up to or around 40 pounds.

## **TECHNOLOGY AND ACCEPTABLE USE POLICY**

Ace Makerspace's policy of internet safety is enforced to and includes measures that

block or filter internet access for both minors and adults to certain visual depictions, including obscenities.

Ace Makerspace employees may choose to access Ace Makerspace accounts and services from personal devices on both a one-time and ongoing basis. To protect confidential data, Ace Makerspace will take reasonable steps to protect such data on employees' professional and personal devices. Such steps may include but are not limited to: restricting access to certain days/times, requiring a passcode, disabling specific applications and services, and wiping ("erasing") some or all data from a personal device upon an employee's resignation or termination. While it is not Ace Makerspace's intention to wipe personal data from an employee's personal device, this may result from Ace Makerspace's effort to protect confidential data. Employees are especially advised to maintain backup copies of personal data if they will use a personal device to access Ace Makerspace accounts and services.

Ace Makerspace computers, phones, and internet systems are provided for the use of its employees for programmatic purposes, which include the performance of the employee's job duties and related activities. This provision covers the use of these computers and phones while both on and off organization grounds as well as after normal organization hours. The computer, phones, documents, and information stored and processed by the computer or phone remain the property of Ace Makerspace.

All computer and account passwords must be made available to Ace Makerspace leadership upon request. Employees may use passwords that are unknown to Ace Makerspace but will need to disclose their password to authorized users upon request of Ace Makerspace leadership. Employees are prohibited from attempting to gain unauthorized access to the Ace Makerspace network or to any other computer system through the network or go beyond their authorized access, including attempting to use the passwords of other employees, log in through another person's account, or access another person's files. Employees are also prohibited from making deliberate attempts to disrupt the computer system or destroy data by spreading computer viruses or by any other means. Employees will not use the network to engage in any other illegal act, including, but not limited to, arranging for a drug sale or the purchase of alcohol, engaging in criminal gang activity, or threatening the safety of another person.

Ace Makerspace's policies against sexual and other types of harassment and discrimination apply in full to use of the internet and e-mail. Employees are prohibited from using their assigned computers or phones in a way that may be offensive to others. Forbidden transmissions include, but are not limited to, sexually explicit messages or artwork, ethnic or racial slurs, unwelcome or inappropriate sexual propositions, offensive comments based on gender identity, age, national origin, sexual orientation, disability, religious or political beliefs, or

anything construed as harassment or disparagement of others, including communications that classify as personal attacks or cyberbullying and prejudicial or discriminatory attacks. This policy includes information sent or viewed on an employee's personal computer or device on or around the premise of Ace Makerspace, during a Ace Makerspace event or activity, or sent during operating hours on a non-Ace Makerspace network.

Any violation of the prohibitions set forth in this agreement may result in disciplinary actions, including, without limitation, termination of employment.

## **Social Media Guidelines**

Ace Makerspace recognizes the value of promoting our organization's mission, values, and goals using online social media. Ace Makerspace has provided the following policies and guidelines to support and guide employees when they communicate online. While using personal social media, employees shall abide by all policies contained in this handbook. Failure to do so shall be subject to corrective action, up to and including termination.

### *Internet Access*

During work hours or using Ace Makerspace equipment, internet access and use is a privilege and must be carried out in a manner that is consistent with job responsibilities and policies, which address appropriate use of scheduled work time and resources.

### *Use of Social Media*

Consistent with the values of Ace Makerspace, employees are expected to be fair and courteous to fellow Ace Makerspace employees, members, volunteers, and community members at all times, including through their use of personal social media.

Employees should resolve work-related complaints by speaking directly with co-workers or by utilizing Ace Makerspace's open-door policy rather than by posting complaints to a social media outlet. Ace Makerspace are prohibited from posting statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that maliciously disparage members or fellow staff, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment based on race, sex, disability, religion or any other status protected by law or Ace Makerspace policy.

Nothing contained in this policy should be interpreted or applied in a way that interferes with the legal rights of employees to engage in Section 7 activities under the National Labor Relations Act.

## **Other Compliance Issues**

Copyrighted materials belonging to entities other than Ace Makerspace may not be transmitted by employees on the internet or e-mail. Users are not permitted to copy, transfer, rename, or add or delete information or programs belonging to other users unless given express permission to do so by the owner of such information or programs. Failure to observe copyright laws or license agreements may result in disciplinary action from Ace Makerspace or legal action by the copyright owner.

All documents, information, or messages created, sent, or retrieved over the organization's computer or phone systems are the property of Ace Makerspace. Ace Makerspace reserves the right to access and monitor all documents, information, messages (including e-mails, text, and voicemail), and files on organization-provided equipment or system at any time without notice. All communications may be disclosed to law enforcement or other third parties without prior consent of the sender or receiver. Employees should not assume that communications sent and received by Ace Makerspace by email, text, voicemail, etc. are private or confidential.

Some Ace Makerspace communication systems are not secure methods of communication and there is the potential that information sent over these systems might be intercepted and read by unauthorized individuals. Employees must take every precaution to protect proprietary and confidential information about Ace Makerspace.

Employees who become aware of misuse of Ace Makerspace's equipment or systems, including but not limited to email, text, internet, and voicemail should promptly contact the Executive Director. Violation of this policy may result in disciplinary action, up to and including termination.

## **SAFETY AT Ace Makerspace**

Ace Makerspace has a commitment to maintaining a safe and efficient working environment. If any Ace Makerspace employee observes a safety issue at Ace Makerspace, please contact Ace Makerspace leadership immediately.

## **EMERGENCIES**

Ace Makerspace leadership should be notified immediately when an emergency occurs. Emergencies include all accidents, medical situations, bomb threats, threats of violence, and the smell of smoke.

Should an emergency result in the need to communicate information to employees outside of business hours, Ace Makerspace leadership will contact you. Therefore, it is important

that employees keep their personal emergency contact information, including mobile number and personal email address, up to date. Notify Ace Makerspace leadership when this information changes.

When events warrant an evacuation of the building, follow established protocols and the instructions of Ace Makerspace leadership. Lead members out of the building in a quick and orderly manner and assemble at the predetermined location to await further instructions and information.

## **EMERGENCY DRILLS**

Emergency drills may be scheduled periodically throughout the year at Ace Makerspace. Complete cooperation is expected during these drills, any questions concerning procedures should be directed to the Executive Director.

## **WEAPONS PROHIBITED**

Possession, use, or sale of weapons, firearms, or explosives on work premises or while engaged in Ace Makerspace business on or off premises is forbidden, except where expressly authorized by Ace Makerspace and permitted by state and local laws. This policy applies to all employees, including but not limited to, those who have a valid permit to carry a firearm.

Employees who are aware of violations or threats of violations of this policy are required to report such violations or threats of violations to Ace Makerspace leadership immediately.

Violations of this policy will result in disciplinary action, up to and including termination.

## **WORKPLACE SEARCHES**

To protect Ace Makerspace property and ensure the safety of all employees, Ace Makerspace reserves the right to conduct personal searches consistent with local and federal law, and to inspect any packages, parcels, purses, handbags, briefcases, lunch boxes, or any other possessions or articles carried to and from Ace Makerspace's property. In addition, Ace Makerspace reserves the right to search any employee's office, desk, files, locker, equipment, or any other area on our premises. In this regard, it should be noted that all offices, desks, files, lockers, equipment, etc. are the property of Ace Makerspace, and

are issued for the use of employees only during their employment. Inspection may be conducted at any time at the discretion of Ace Makerspace.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. Employees working on, entering, or leaving the premises who refuse to cooperate in an inspection, as well as employees who after the inspection are believed to be in possession of stolen property or illegal substances, will be subject to disciplinary action, up to and including termination, if upon investigation they are found to be in violation of Ace Makerspace's security procedures or any other Ace Makerspace rules and regulations.

## **WORKPLACE VIOLENCE**

Violence by an employee or anyone else, against another employee, member, community member, contractor, or associate of Ace Makerspace will not be tolerated.

Employees should not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee or visitor to our premises, you are required to contact Ace Makerspace leadership or an emergency agency (such as 911) immediately.

All reports of work-related threats will be kept confidential to the extent possible, investigated and documented. Employees are expected to report and participate in an investigation of any suspected or actual cases of workplace violence and will not be subjected to disciplinary consequences for such reports or cooperation.

Violations of this policy, including failure to report or fully cooperate in the Ace Makerspace's investigation, may result in disciplinary action, up to and including termination.

## **NON-SOLICITATION**

Solicitation by employees is prohibited on Ace Makerspace property through any means, including e-mails, flyers, or other forms of advertising or petitioning, during working time in working areas, and during non-working time in areas accessible to members and guests. This includes but is not limited to, selling goods, collecting money, or soliciting support for an organization, company, political candidate, or association. If an Ace Makerspace employee is found to have violated this policy, the employee shall be subject to corrective action, up to and including termination.

Ace Makerspace prohibits non-employees from solicitations or distributions of any kind on



Ace Makerspace property. If a nonemployee is found soliciting, that individual will be removed from the premises.

## **PERSONAL PROPERTY**

Ace Makerspace is not responsible for loss or damage to personal property. Valuable personal items, such as purses, wallets, technology, and all other valuables, should not be left in accessible areas.

## **VIDEO SURVEILLANCE**

Ace Makerspace reserves the right to operate security cameras in work areas for specific business reasons, such as security, theft protection or protection of proprietary information.

- The organization may find it necessary to monitor work areas with security cameras when there is a specific job- or business-related reason to do so. The organization will do so only after first ensuring that such action is in compliance with state and federal laws.
- Employees should not have any expectation of privacy in work-related areas.
- Employee privacy in non working areas will be respected to the extent possible. organization's reasonable suspicion of onsite drug use, physical abuse, theft or similar circumstances would be possible exceptions. Legal advice will be sought in advance in such rare cases where nonworking-area privacy must be compromised.
- Employees should contact the Executive Director if they have questions about this policy.

## **RESPONDING TO OUTSIDE INQUIRIES FOR INFORMATION**

### **MEDIA RELEASE**

As a member of the Ace Makerspace team, an employee may be photographed, videotaped, or interviewed as part of organization communications. If an employee does not feel comfortable with this exposure, please contact Ace Makerspace leadership.

### **MEDIA INQUIRIES**

All media inquiries regarding Ace Makerspace and its operations must be referred to Ace Makerspace leadership.

### **EMPLOYEE VERIFICATION**

Ace Makerspace adheres to a policy of strict confidentiality regarding employee information, records and files. Unless required by law to do so, Ace Makerspace will release only your job title and dates of employment to third parties. Certain information, such as financial information required by a lender, may be released only with written authorization from the employee. Ace Makerspace maintains a neutral reference policy and no other information regarding employee status, performance or reason for separation from employment will be released to any third party unless required by law. All outside inquiries regarding employment must be directed to the Executive Director or Treasurer, unless you have otherwise provided prior written authorization. "Off the record" comments are strictly prohibited.

**RECEIPT OF Ace Makerspace EMPLOYEE HANDBOOK AND  
EMPLOYMENT-AT-WILL STATEMENT**

I acknowledge that I have received my copy of the Ace Makerspace Employee Handbook, which outlines the policies, practices and employee benefits of Ace Makerspace. I understand that this edition of the Employee Handbook supersedes all previous verbal or written descriptions of Ace Makerspace's personnel policies and procedures and employee benefits.

I understand that employment at Ace Makerspace is at-will. This means that I may resign at any time and may be terminated at any time, without notice or cause. This also means that Ace Makerspace may change the terms of my employment relationship, including my hours, salary, title, job duties, or place of work, without notice or cause. Nothing in this handbook limits my or Ace Makerspace's right to terminate my employment without notice or cause. No Ace Makerspace representative is authorized to enter into a contrary agreement—express or implied—except Ace Makerspace's Executive Director or her/his/their designee. Any such contrary agreement must be in writing and signed by Ace Makerspace's Executive Director or her/his/their designee. The Employee Handbook is not a contract, and nothing contained herein should be construed to create a contract of employment or a contract of any kind.

I understand that the Employee Handbook describes important information about Ace Makerspace.

I agree to read the entire Handbook during my first three days of employment, or within three days of receiving it. I agree to abide by all the policies and procedures contained in the Handbook. If I have any questions about the Handbook or other personnel policy issues, I will consult with my immediate supervisor.

I understand that this Employee Handbook refers to current benefit plans maintained by Ace Makerspace and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

I also understand that if a written agreement is inconsistent with the Employee Handbook, the written agreement is controlling.

If I have questions about the handbook I ask Ace Makerspace leadership.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

## APPENDIX A: FMLA Poster

# EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

### LEAVE ENTITLEMENTS



Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;\* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

\*Special "hours of service" requirements apply to airline flight crew employees.

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

### BENEFITS & PROTECTIONS

### ELIGIBILITY REQUIREMENTS

### REQUESTING LEAVE

### EMPLOYER RESPONSIBILITIES

### ENFORCEMENT



For additional information or to file a complaint:

**1-866-4-USWAGE**

(1-866-487-9243) TTY: 1-877-889-5627

**www.dol.gov/whd**

U.S. Department of Labor | Wage and Hour Division



**APPENDIX B: California UNIVERSAL PAID LEAVE NOTIFICATION**

Appendix C: