



**The following changes were made to the RAP handbook for Board Approval on January 2020**

**Revised Harassment, Discrimination and Sexual harassment Policy To include CROWN ACT**

**Added policy regarding Alternative Workweek, approved by employees and registered with the Department of Labor 2019**

**Removed overtime policy for standard workweek**

**Revised Employee medical benefits**

**Revised Lactation policy**

**Revised Paid Family Leave Policy**

### [Harassment, Discrimination and Sexual harassment Policy](#)

Regional Access Project (RAP) is an equal opportunity employer. RAP is committed to providing a work environment free of harassment, discrimination, retaliation, and disrespectful or other unprofessional conduct based on:

Race **which includes traits historically associated with race, including but not limited to, hair texture and protective hair styles (including, but not limited to, braids, locks, and twists) discrimination based on hair style and hair texture is explicitly prohibited.**

### [Alternative Workweek](#)

RAP has implemented an alternative workweek schedule for all employees.

### **Work Schedule**

The work schedule consists of nine (9), nine 9-hour days and one (1) eight (8) hour day. RAP will notify new employees at the time of hire of the days they will work. For current employees, this work schedule is the work schedule presented at the meeting on September 25, 2019 and approved by a vote of at least 2/3 of the affected work unit(s) by secret ballot on September 25, 2019. The workday will begin at the time designated by your Supervisor. A meal break of 30 minutes, unpaid, will be taken unless another option is approved in writing by a supervisor. Two 10-minute paid breaks will be taken during the day and your supervisor will notify you of the time you should take your break. Workweeks are defined as:

- Nine eighty 9/80 workweek

### **Holiday Time**

When a Company-paid holiday falls on a Monday, all employees will work Tuesday through Friday for that week. When a holiday falls on a Friday, all employees will work



Monday through Thursday for that week. Paid holidays will be paid at the rate of pay the employee is scheduled to work for that day.

## **Overtime**

For employees on alternative workweek schedules, overtime worked on any regularly scheduled workday will be paid at the rate of:

- Time-and-one-half for all hours over 10 and less than 12, which were not regularly scheduled
- Time-and-one-half for all work performed beyond 40 hours per week.
- Double time for hours after 12 in one day

Overtime will be paid for hours worked on a day that is not a regularly scheduled workday in any workweek, including any seventh consecutive workday, at the rate of:

- Time-and-one-half for the first eight hours in a day
- Double time after eight hours in a day
- Unauthorized Overtime is not allowed and will lead to corrective action by the CEO.
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## **Sick and Vacation Time**

For employees working a nine (9)-hour day, when absent for a full day, accrued sick or vacation time will be deducted in nine (9) -hour increments. Otherwise, sick and vacation time may be taken in 30-minute increments.

## **Lactation Policy**

RAP recognizes lactating employees' rights to request lactation accommodation, and accommodates lactating employees by providing a reasonable amount of break time and a suitable lactation location to any employee who desires to express breast milk for their infant child, subject to any exemption allowed under applicable law.

If possible, the break time should run concurrently with your normally scheduled break time. Any break time to express breast milk that does not run concurrently with your normally scheduled break time is unpaid.

The lactation location will be private (shielded from view and free from intrusion from co-workers and the public) and located close to your work area. The location will be safe, clean and free of toxic or hazardous materials; have a surface to place a breast pump and other personal items; have a place to sit; and have access to electricity or alternative devices (including, but not limited to extension cords or charging stations) needed to operate an electric or battery-powered breast pump. RAP will also provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to your workspace. If a refrigerator cannot be provided, RAP will provide another cooling

device suitable for storing milk, such as an employer-provided cooler. The lactation location will not be a bathroom or restroom. The room or location may include an employee's private office if it otherwise meets the requirements of the lactation space. Multi-purpose rooms may be used as lactation space if they satisfy the requirements for space; however, use of the room for lactation takes priority over other uses for the time it is in use for lactation purposes.

Employees who desire lactation accommodations should contact the CEO to request accommodations. An employee's request may be provided orally, by email, or in writing, and need not be submitted on a specific form. We will engage in an interactive process with you to determine when and where lactation breaks will occur. If we cannot provide break time or a location that complies with this policy, we will provide a written response to your request.

RAP not tolerate discrimination or retaliation against employees who exercise their rights to lactation accommodation, including those who request time to express milk at work and/or who lodge a complaint related to the right to lactation accommodation. If you believe you have been denied reasonable break time or adequate space to express milk, or have been otherwise been denied your rights related to lactation accommodation, you have the right to file a complaint with the Labor Commissioner.

### Paid Family Leave

Employees may be eligible for Paid Family Leave (PFL) wage replacement benefits, which are funded through payroll deductions and coordinated through the Employment Development Department. PFL provides partial pay for up to six weeks (*effective July 1 2020 this will be expanded in accordance with SB 83 to eight (8) weeks*) when an employee needs to take leave from work to care for a parent, parent-in-law, child, spouse, registered domestic partner, grandparent, grandchild, or sibling who is seriously ill, or for a working parent who wants time to bond with his or her newborn, foster child or newly adopted child. The PFL program does not provide employees with a right to a leave of absence; it is limited to a state-mandated wage replacement benefit.

### Benefits Overview

- Regional Access Project Foundation provides a comprehensive medical insurance plan for eligible employees including medical and limited vision, dental and life insurance coverage for the full and part time, permanent employee only. Each employee may choose from available health care plans with the Foundation determined by the CEO and approved by the Board of Directors. **Employees are given a reimbursement amount of \$1,100 per month.**
- **Effective November 1, 2019 employees who provide written proof of coverage through their significant other as allowed by law may be reimbursed 80% of the cost not to exceed \$880 monthly.**
- All employees are eligible for medical insurance at their hiring date. In the event of an increase in medical insurance premium rates that exceeds the cap placed on premiums annually by the Board of Directors, all employees may be required to contribute to the cost of increased premiums to retain coverage or will be provided with information required by the Affordable care Act (ACA) regarding the Health Marketplace.



- Also, Foundation paid holidays will be paid depending on the regular hours for that day. For example, if the holiday falls on a 9 hour day, the employee will be paid the 9 hours. If the holiday falls on an 8 hour day, the employee will be paid 8 hours.



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## ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK REVISIONS

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*All employees of Regional Access Project must read the attached revisions to Employee Handbook, then sign, date, and return this page to Human Resources within two weeks of receipt.*

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Employee Name (Please Print)

This will acknowledge that I have been given a copy of revisions and been instructed to replace these pages in my handbook. I understand that this Handbook supersedes all previous employee handbooks, written policies, oral and written agreements, procedures, manuals, and memoranda regarding the terms and conditions of my employment. I acknowledge that I am expected to read, understand, and adhere to the Company policies documented in this Handbook. I understand it is my responsibility to comply with the policies contained in this Handbook and any revisions made hereafter.

I understand and agree that I have the right to leave the Company at any time, with or without cause or advance notice, and that the Company has the same right to terminate my employment at any time, with or without cause or advance notice. I understand that this at-will nature of my employment, which includes the right of the Company to demote, transfer or discipline me with or without cause or notice, cannot be changed, waived, or modified, except in an individual written employment contract, signed by both me and the President of the Company.

I understand that other than the Company's policy of at-will employment, the statements contained in the Handbook are not intended to create any contractual or other legal obligations of the Company. I further understand that, other than the at-will policy, the Company may revise, modify, supplement, or rescind any of the policies summarized in this Handbook without advance notice to me.

I understand that if I am an employee who is covered by this Handbook and I have subsequently entered into a written employment agreement signed by me and the CEO, the guidelines, procedures and benefits discussed in this Handbook are not applicable to the extent



they are inconsistent with my written employment agreement. However, if the written agreement does not address conditions or terms set forth in the Handbook, the Handbook shall apply to me.

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Employee Signature

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Date