



EMPLOYEE HANDBOOK

2009

PAIRE EMPLOYEE HANDBOOK TABLE OF CONTENTS

INTRODUCTION

WELCOME TO PAIRE EMPLOYMENT 5

COMPANY HISTORY AND PROFILE 6

INTRODUCTORY STATEMENT 7

GENERAL EMPLOYMENT POLICIES 8

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION POLICY 8

RECRUITING AND HIRING POLICY 8

DISCRIMINATION AND HARASSMENT POLICY 9

WHISTLEBLOWER PROTECTION ACT 12

AMERICANS WITH DISABILITIES ACT 12

DRUG FREE WORKPLACE PROGRAM 13

CONFLICT OF INTEREST AND OUTSIDE EMPLOYMENT 14

THE FEDERAL STANDARDS OF ETHICAL CONDUCT 14

EMPLOYMENT BASICS 15

WITHOUT COMPENSATION APPOINTMENT (WOC) 15

CITIZENSHIP AND IMMIGRATION REQUIREMENTS 16

EMPLOYMENT OF RELATIVES 16

EMPLOYMENT CATEGORIES 17

EXEMPT AND NON-EXEMPT DEFINED 18

HOURS OF WORK 18

MEAL PERIODS 20

REST PERIODS 20

OVERTIME 20

TRAVEL STATUS 21

COMPENSABLE WORK HOURS WHILE ON TRAVEL STATUS 21

PAY DAYS 22

PERFORMANCE APPRAISALS AND AWARDS 22

DISCIPLINE OTHER THAN IMMEDIATE TERMINATION 24

EMPLOYEE RECORDS 24

EMPLOYEE CONDUCT 25

ATTENDANCE, PUNCTUALITY AND DEPENDABILITY 25

BUSINESS CASUAL ATTIRE AND GROOMING GUIDELINES 25

SECURITY AND SAFETY 26

SMOKING POLICY 27

COMPUTER, EMAIL, PHONE, AND OTHER TECHNICAL USAGE 27

LEAVE ADMINISTRATION 27

LEAVE WITH PAY CATEGORIES 28

VACATION 28

SICK LEAVE 28

HOLIDAYS 29

PERSONAL LEAVES OF ABSENCE 30

BEREAVEMENT LEAVE 30

JURY DUTY 30

TIME OFF TO VOTE 31

LEAVE FOR RELIGIOUS HOLIDAY 31

TIME OFF: VISIT THE SCHOOL OF A CHILD 31

TIME OFF: DRUG AND/OR ALCOHOL REHABILITATION 31

TEMPORARY MILITARY LEAVE AND/OR RESERVE DUTY	31
OTHER LEAVE	32
FAMILY AND MEDICAL LEAVE PLANS	32
FAMILY AND MEDICAL LEAVE (FML)	32
THE FAMILY AND MEDICAL LEAVE ACT AND NATIONAL DEFENSE AUTHORIZATION ACT	34
CALIFORNIA FAMILY RIGHTS ACT (CFRA)	34
PREGNANCY-RELATED DISABILITY LEAVE (PDL)	35
LEAVE OF ABSENCE (LOA)	36
STATE MANDATED INSURANCE PROGRAMS	36
SOCIAL SECURITY AND MEDICARE	36
STATE DISABILITY INSURANCE (SDI)	37
PAID FAMILY LEAVE (PFL)	38
WORKERS' COMPENSATION INSURANCE	39
GROUP HEALTH PLANS	40
MEDICAL	41
FINANCIAL SECURITY	41
GROUP TERM LIFE	41
PAIRE RETIREMENT PLAN (401K)	41
OPTIONAL PLANS AVAILABLE AT EMPLOYEE EXPENSE	42
FLEXIBLE SPENDING ACCOUNT (FSA)	42
OPTIONAL DENTAL PLAN	42
OPTIONAL VISION SERVICE PLAN	42
OPTIONAL TERM LIFE INSURANCE	43
OPTIONAL ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE	43
OPTIONAL LONG-TERM DISABILITY INSURANCE	43
VOLUNTARY BENEFITS	43
SUPPLEMENTAL INSURANCE	43
VOLUNTARY INSURANCE PLANS	43
PRE-TAX COMMUTER BENEFITS	43
ADDITIONAL BENEFITS FOR ALL	44
CREDIT UNION MEMBERSHIP	44
WORK/LIFE SOLUTIONS	44
THEME PARKS, HOTELS AND OTHER DISCOUNTS	44
SEPARATION OF EMPLOYMENT	44
MEDICAL INSURANCE	46
RETIREMENT PLAN	46
FINAL PAYCHECK	46
UNEMPLOYMENT INSURANCE	47
THE CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1985 (COBRA: FEDERAL)	47
CAL-COBRA	47
EMPLOYEE ACKNOWLEDGEMENT FORM	50

WELCOME TO PAIRE EMPLOYMENT

It is my pleasure to welcome you to the Palo Alto Institute for Research and Education (PAIRE) where our mission is to facilitate research and education activities conducted at the VA Palo Alto Health Care System (VAPAHCS). Through the research investigations of our Principal Investigators and their staffs our goal is to improve the health of our veterans, whether through advances in basic science, innovations in rehabilitation programs or improvements in systems for the delivery of health care.

We consider it a privilege to be associated with the VAPAHCS and to work collaboratively to create an outstanding research environment. Additionally, we are partnered with TriNet Human Resource Corporation (TriNet) for our payroll and benefit services. We are pleased you will be joining our staff and look forward to a productive relationship. Please take the time to explore our website. It can be found at www.paire.org. You will find more information about PAIRE and gain an understanding of our corporate philosophy and the high standards we set for ourselves in support of our noble mission.

Donna McCartney
Executive Director

Company History and Profile

Palo Alto Institute for Research and Education, Inc. (PAIRE) was incorporated in the State of California on November 30, 1988 and is a 501(c) (3) tax-exempt corporation. The United States Congress delegated to the Secretary of the Department of Veterans Affairs the authority to oversee the operations of the nonprofit corporations affiliated with VA medical centers. The congressional intent in enabling the creation of these corporations is to provide VA facilities with a flexible funding mechanism for the conduct of research as well as staff and patient education.

The mission of PAIRE is to facilitate research and education activities conducted at the VA Palo Alto Health Care System (VAPAHCS). The range of research activities is broad and includes special emphasis on biomedical, health services, rehabilitation engineering, mental health and geriatric research endeavors. We also support various educational instruction or other learning experiences of benefit to employees and veterans.

INTRODUCTORY STATEMENT

We are pleased that you have decided to join the Palo Alto Institute for Research and Education, Inc. (PAIRE). We are confident that you will find PAIRE a dynamic and rewarding place in which to work and we look forward to a productive and successful association. As a PAIRE employee, you have a unique relationship with the Veterans Affairs Palo Alto Health Care System (VAPAHCS) and TriNet Employer Group.

In general, you will work on the premises of the VAPAHCS. In order to provide you with certain protections under the Federal Tort Claims Act (FTCA), you must have an approved Without Compensation (WOC) appointment with the VAPAHCS. This establishes you as a Federal employee immune from suit under certain circumstances, with the Federal government acting as your primary insurer. A WOC appointment is a condition of employment and includes but is not limited to the following: background clearance, fingerprinting, TB test, standards of ethical conduct and mandatory training.

In addition to your VA WOC appointment, your employer of record is TriNet Human Resources Corporation (TriNet). TriNet is an employer services organization contracted by PAIRE to perform selected employer responsibilities on our behalf. Because of PAIRE's arrangement with TriNet, TriNet will be considered your employer of record for payroll, benefits, and other functions involving employer related administration.

We have developed this handbook to provide you with information concerning employment policies, working conditions and employee benefits. As a PAIRE employee, it is expected that you read, understand, and comply with all the provisions of this handbook. TriNet has also supplied an employee handbook. The TriNet handbook contains general information and guidelines for all PAIRE employees. It is important that you familiarize yourself with both the employee handbooks. Neither handbook is intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit or the applicability of a policy or practice to you, you should address your specific questions to Human Resources. Neither of these handbooks nor any other document confers any contractual right, either expressed or implied, to remain in PAIRE's employment. Nor do they guarantee any fixed terms and conditions of your employment. Your employment with PAIRE is at-will, and therefore, may be terminated by you or the company at any time and for any reason, with or without cause, and with or without notice. No supervisor or other representative of the organization (except the Executive Director or designee) has the authority to enter into any agreement for employment for any specified period, or to make any agreement contrary to the above.

Please note that the procedures, practices, policies, and benefits described here may be modified or discontinued from time to time. We will try to inform you of any changes as they occur; ultimately, however, it is your responsibility to check for any changes or updates to the information presented in this Handbook. For the most current information on this handbook, check our website at www.paire.org.

GENERAL EMPLOYMENT POLICIES

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION POLICY

As an equal opportunity employer, PAIRE will always endeavor to select the best qualified individuals based on job-related qualifications, irrespective of such factors as race, color, national origin, religion, sex, gender identity, pregnancy, physical or mental disability, medical condition, e.g., cancer-related or genetic characteristics, ancestry, marital status, age, sexual orientation, citizenship, or status as a covered veteran or on any basis prohibited by federal, state or local law.

This policy defines PAIRE's commitment to providing equal opportunity in all phases of employment including, but not limited to the following:

- recruiting and soliciting for employment
- hiring, placement, promotion, transfer and demotion
- employment training or selection for training
- rate of pay, compensation, and benefits
- termination of employment

PAIRE will provide reasonable accommodation to otherwise qualified individuals with a known impairment as required by law. This organizational commitment to equal access for employment opportunities makes it imperative that all PAIRE Principal Investigators, managers and supervisors comply with both the spirit and intent of federal and state laws and government regulations that relate to discrimination in the workplace. It is the responsibility of all Principal Investigators, managers and supervisors to ensure a work environment free of discrimination.

Every employee has the right to work in surroundings that are free from all forms of unlawful discrimination. We will not engage in unlawful discrimination on any basis prohibited by local, state or federal law.

To promote equal employment opportunity, prevent discrimination and ensure diversity, we support the principles of affirmative action. In that regard, we will be vigilant in our identification of potential problems in the recruitment and employment of women, minorities, veterans and persons with disabilities. Should such be discovered we will analyze the status of these groups throughout the organization to determine the cause of the problem. We would then take proactive measures, including targeted recruitment, training, outreach, and the expansion of mentoring programs to reach the qualified groups. Any questions or concerns you may have regarding this policy should be referred to [Human Resources](#).

RECRUITING AND HIRING POLICY

PAIRE's policy of equal employment is aimed at, and committed to, building and maintaining a diverse workforce with high standards and expectations for excellence. State and federal

laws continue to require a commitment to equal employment opportunity and a workplace that is free from any form of unlawful discrimination. To assure that we adhere to our equal employment principles, all job openings will be publicized and statistics will be maintained on applicants and selections for appointment. As appropriate, PAIRE will recruit both within and outside its work force to obtain qualified applicants. To support career progress of qualified internal candidates, internal recruitment may be utilized. Exceptions to recruiting may be made for employees whose responsibilities or titles have changed as a result of a reorganization or reassignment. For further details on our recruiting and hiring process contact [Human Resources](#).

DISCRIMINATION AND HARASSMENT POLICY

We believe in respecting the dignity of every employee and expect every employee to show respect for all colleagues, clients and vendors. PAIRE expects all employees to accomplish their work in a professional and businesslike manner. Harassment of employees by fellow employees or supervisors is a form of unlawful discriminatory behavior and is not permitted regardless of working relationship. In accordance with California's [Department of Fair Employment and Housing](#) policy, we specifically forbid discrimination and harassment based on:

- race
- color
- religion
- sex (pregnancy or gender)
- sexual orientation
- marital status
- national origin (including language use restrictions unless justified by business necessity)
- ancestry
- disability (mental and physical, including HIV and Aids)
- medical condition (cancer/genetic characteristics)
- age (40 and above)
- denial of family and medical care leave
- denial of pregnancy disability leave or reasonable accommodation

Harassment includes unsolicited remarks, gestures, or physical contact; display or circulation of written materials, e-mail or pictures derogatory to either gender or to racial, ethnic, or religious groups; or basing personnel decisions on an employee's response to sexually oriented requests. This policy applies to all employees, applicants, and independent contractors. The State of California's Department of Fair Employment & Housing has created a [document](#) that briefly summarized this information.

We are committed to creating and maintaining an environment free of all forms of sexual harassment, exploitation, or intimidation. The [Department of Fair Employment and Housing \(DFEH\)](#) defines sexual harassment as harassment based on sex or of a sexual nature; gender harassment; and harassment based on pregnancy, childbirth, or related medical conditions.

The definition of sexual harassment includes many forms of offensive behavior, including harassment of a person of the same gender as the harasser. Instances of harassment, including sexual harassment, include but are not limited to the following kinds of behavior:

- unwanted sexual advances
- offering employment benefits in exchange for sexual favors
- actual or threatened retaliation
- leering; making sexual gestures
- displaying sexually suggestive objects, pictures, cartoons, or posters
- making or using derogatory comments, epithets, slurs, or jokes
- sexual comments including graphic comments about an individual's body
- sexually degrading words used to describe an individual
- suggestive or obscene letters, notes, or invitations
- physical touching or assault, as well as impeding or blocking movements

You should be aware that we have zero tolerance of sexual harassment and that such behavior is prohibited both by law and by PAIRE policy. These prohibitions apply to all supervisors, non-supervisory employees, vendors, and others that meet with PAIRE employees. Sexual harassment is a form of illegal discrimination and will not be tolerated.

Consistent with California's [Fair Employment and Housing Act](#), PAIRE protects employees, applicants, and independent contractors from unlawful harassment. We will respond promptly and effectively to reports of sexual harassment, and will take appropriate action to prevent, to correct, and if necessary, to discipline behavior that violates this policy.

DEFINITION OF SEXUAL HARASSMENT – Sexual harassment comprises unwelcome advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when submission to or rejection of this conduct explicitly or implicitly affects a person's employment, unreasonably interferes with a person's work performance, or creates an intimidating, hostile or offensive working environment. In the interest of preventing sexual harassment of any sort, we will respond to reports of any such conduct.

Sexual harassment may include incidents between any employee, applicants or non-employee participants, such as vendors, contractors, visitors, and patients. Sexual harassment may occur in hierarchical relationships or between peers, or between persons of the same sex or opposite sex.

Harassment that is not sexual in nature but is based on gender, sex stereotyping, or sexual orientation is also prohibited by our nondiscrimination policies if it is sufficiently severe to deny or limit a person's ability to participate in or benefit from PAIRE employment. While discrimination based on these factors may be distinguished from sexual harassment, these types of discrimination may contribute to the creation of a hostile work environment. Thus, in determining whether a hostile environment due to sexual harassment exists, we may take into account acts of discrimination based on gender, sex stereotyping, or sexual orientation.

RETALIATION PREVENTION – This policy also prohibits retaliation against a person who reports sexual harassment, assists someone with a report of sexual harassment, or participates in any manner in an investigation or resolution of a sexual harassment report. Retaliation includes threats, intimidation, reprisals, and/or adverse actions related to employment.

DISSEMINATION OF THE POLICY AND EMPLOYEE TRAINING – As part of our commitment to providing a harassment-free working environment, this policy shall be disseminated widely to all employees through our website, in our employee handbook and distributed to new employees upon hiring. Additionally, all supervisors and managers are required to take sexual harassment training on a regular basis. Supervisors and managers are responsible for taking whatever action is necessary to prevent sexual harassment, to correct it when it occurs, and to report it promptly to PAIRE’s [Executive Director](#) or [Human Resources](#) for investigation.

REPORTS OF SEXUAL HARASSMENT – Any employee, applicant or outside vendor may report conduct that may constitute sexual harassment under this policy. Sometimes informing the harasser, in clear language, that his/her behaviors or advances are unwelcome or unwanted and must stop may put an end to the harassment. If confronting the harasser is not appropriate or feasible, or fails to alleviate the problem, you should immediately tell your supervisor. Report the facts of the incident(s) including what happened, how often, and where the incident(s) occurred, as well as the names of the individuals and witnesses involved. If your supervisor is unavailable, or if you believe it would be inappropriate or uncomfortable to report it to your supervisor, contact the [Executive Director](#) of PAIRE or [Human Resources](#) for assistance.

RESPONSE TO SEXUAL HARASSMENT – We shall provide a prompt and effective response to reports of sexual harassment. We will take appropriate action to stop the harassment and ensure it will not continue. A prompt and effective response may include early resolution, formal investigation, and/or targeted training or educational programs. Upon findings of sexual harassment, PAIRE may offer remedies to the individual or individuals harmed by the harassment which may include counseling, or other appropriate interventions. Any PAIRE employee who is found to have engaged in sexual harassment is subject to disciplinary action up to and including dismissal.

Generally, disciplinary action will be recommended when the harassing conduct is sufficiently severe, persistent, or pervasive that it alters the conditions of employment. Any manager, supervisor, or designated employee responsible for reporting or responding to sexual harassment with knowledge of the harassment but took no action to stop it or failed to report the prohibited harassment also may be subject to disciplinary action.

INTENTIONALLY FALSE REPORTS – Because sexual harassment frequently involves interactions between persons that are not witnessed by others, reports of sexual harassment cannot always be substantiated by additional evidence. Lack of supporting evidence should not discourage individuals from reporting sexual harassment under this policy. However, individuals who make reports that are later found to have been intentionally false or made

maliciously without regard for truth may be subject to disciplinary action. This provision does not apply to reports made in good faith, even if the facts alleged in the report cannot be substantiated by an investigation.

ADDITIONAL ENFORCEMENT INFORMATION – The federal [Equal Employment Opportunity Commission \(EEOC\)](#) and the California [Department of Fair Employment and Housing \(DFEH\)](#) also investigate complaints of unlawful harassment in employment. These agencies may serve as neutral fact finders and attempt to facilitate the voluntary resolution of disputes with the parties.

WHISTLEBLOWER PROTECTION ACT

Under California's [Whistleblower Protection Act](#), you are encouraged to notify the appropriate agency when you have reason to believe there is a workplace violation of a state or federal statute or non-compliance with a state or federal rule or regulation. This statute provides protection from discharge or other discriminatory actions in retaliation for good faith complaints about safety and health hazards in the workplace and the environment. You have the right under this Act to refuse to work in hazardous or unsafe situations. However, the Act specifically excludes from protection the disclosure of hazards deliberately caused by an employee. Pursuant to this code, there may not be:

- retaliation against an employee or applicant for employment who has made a protected disclosure or who has refused to obey an illegal order, nor
- direct or indirect use or attempt to use official authority or influence for the purpose of interfering with the right of an applicant or an employee to make a protected disclosure to an immediate supervisor or other appropriate administrator or supervisor.

It is the intention of PAIRE to take whatever action may be needed to prevent and correct activities that violate this policy. If you believe that you have suffered discrimination in violation of these protective provisions you may file a complaint with the [Occupational Safety and Health Administration](#). The established hotline to California's [State Attorney General's](#) office for reporting violations is 800.952.5225. You may also contact the VA'S Secretary to ensure the integrity of departmental operations by reporting suspected fraud, waste or abuse in VA programs or operations. To call the [VAOIG Hotline](#) toll-free at 1-800-488-8244 [8:30am–4:00pm Eastern Time Monday–Friday excluding Federal holidays] or e-mail the VAOIG Hotline: vaoighotline@va.gov

AMERICANS WITH DISABILITIES ACT

AMERICANS WITH DISABILITIES ACT POLICY STATEMENT – PAIRE is committed to complying with all applicable provisions of the federal [Americans with Disabilities Act \(ADA\)](#) and California's [Fair Employment and Housing Act \(FEHA\)](#). It is our policy not to discriminate against any qualified employee or applicant with regard to any terms, conditions or privileges of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this

policy of nondiscrimination, PAIRE will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA and FEHA, who has made us aware of his or her disability, and provided that such accommodation does not constitute an undue hardship on the organization. Reasonable accommodation can include, but is not limited to, the following:

- changing the job duties
- changing the work shift
- providing leave for medical care
- accommodating work schedules
- relocating the work area
- providing mechanical or electrical aids

Employees with a disability who believe they need a reasonable accommodation to perform the essential function of their job should contact [Human Resources](#).

DRUG FREE WORKPLACE PROGRAM

PAIRE strives to maintain worksites free from the illegal use, possession, or distribution of alcohol or of controlled substances, as defined in schedules I through V of the [Controlled Substances Act, 21 United States Code section 812](#), and by regulation at [21 Code of Federal Regulations section 1308](#). In compliance with the federal Drug-Free Workplace Act of 1988 and the California Drug-Free Workplace Act of 1990, we do not allow the unlawful manufacture, distribution, dispensing, possession, use, or sale of alcohol or of controlled substances by PAIRE employees in the workplace, on the premises, at official functions, or on PAIRE business. In addition, employees shall not use illegal substances or abuse legal substances in a manner that impairs work performance.

Employees found to be in violation of this policy, if the circumstances warrant, may be subject to corrective action up to and including dismissal, or may be required, at PAIRE's discretion, to participate satisfactorily in TriNet's [Employee Assistance Program](#). Information obtained regarding an employee during participation in such programs or services will be treated as confidential, in accordance with [Federal](#) and [State](#) laws.

PAIRE recognizes dependency on alcohol and other drugs as a treatable condition and offers services for employees with substance dependency problems. California's [Drug and/or Alcohol Rehabilitation](#) law allows for anyone voluntarily entering and participating in an alcohol or drug rehabilitation program to do so providing that this reasonable accommodation does not impose an undue hardship on the employee's work. Accrued sick leave may be used for the purpose of entering and participating in an alcohol or drug rehabilitation program. Additionally, employees are encouraged to seek assistance, as appropriate, from TriNet's [Employee Assistance Program](#) or their own medical provider.

All PAIRE employees are subject to the requirements of VA Palo Alto Health Care System Memorandum No. 05-04-02, VA Drug-Free Workplace Program.

Employees working on Federal contracts and grants shall notify PAIRE within five calendar days if they are convicted of any criminal drug statute violation occurring in the workplace or while on PAIRE business. This requirement also applies to all indirect charge employees who perform support or overhead functions related to a Federal contract or grant and for which the Federal government pays its share of expenses, unless the employee's impact or involvement is insignificant to the performance of the contract or grant. PAIRE is required to notify the Federal contracting or granting agency within ten calendar days of receiving notice of such conviction and to take appropriate corrective action or to require the employee to participate satisfactorily in available counseling, treatment, and approved substance-abuse assistance or rehabilitation programs within thirty calendar days of having received notice of such conviction.

CONFLICT OF INTEREST AND OUTSIDE EMPLOYMENT

PAIRE expects employees to perform their jobs according to the highest ethical standards of conduct. Employees are expected to devote their best efforts to the interests of PAIRE. Business dealings that appear to create a conflict between the interests of PAIRE and an employee are unacceptable. PAIRE recognizes the right of employees to engage in activities outside of their employment which are of a private nature and unrelated to the organization. However, the employee must disclose any possible conflicts so that PAIRE may assess and prevent potential conflicts of interest from arising. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate family member, i.e., spouse or significant other, children, parents, siblings, as a result of PAIRE's business.

THE FEDERAL STANDARDS OF ETHICAL CONDUCT

PAIRE is a California non-profit corporation, governed by the corporation laws of California but established pursuant to federal law, [38 U.S.C. Section 7303\(a\) \(1\)](#) and, as such, we are subject to federal laws and regulations applicable to Federal employees with respect to conflicts of interest in the performance of official functions. A synopsis has been prepared by the Office of Government Ethics to give you enough familiarity with the contents of the regulations to recognize ethical issues when they arise and to assist in looking up relevant provisions in the regulations. The synopsis is included within the new hire packet given to all PAIRE employees. Because the synopsis provides only a shorthand reference to lengthier provisions in the regulations, one must refer to the regulations themselves in resolving ethical issues that actually arise or seek the advice of an appropriate agency ethics officer.

PAIRE will refer all questions of ethical conduct impropriety to the VA Office of Regional Counsel for a legal opinion.

EMPLOYMENT BASICS

It is important that you understand the terms of your employment. Your employer of record for administrative purposes is [TriNet Human Resources Corporation](#). PAIRE has established a shared employer relationship with TriNet. In addition to providing a variety of online employee services to you, they are also responsible for managing your payroll and benefits. The TriNet name appears on your tax records and paycheck statements.

Additionally, we are a non-profit affiliate of the VA Palo Alto Health Care System (VAPAHCS). You are considered an employee of the government for purposes of the Federal Tort Claims Act (FTCA), which lends protection to you while working in a federal agency. As a condition of employment, you are required to have a Without Compensation (WOC) appointment with the VAPAHCS which includes, but is not limited to:

- security background check
- TB testing/physical (depending on position)
- fingerprinting
- verification of education
- verification of licensure and/or certification
- annual research trainings
- intellectual property agreement
- scope of practice (depending on job responsibilities)
- reference checks
- adherence to VA policies and regulations, especially those referencing a drug free workplace, anti-harassment rules of behavior for computer systems, and ethical conduct

Finally, as a California non-profit, we follow the state's regulations regarding working conditions, overtime, training, and other state mandated employment laws and regulations. Thus, all employment is at-will and is terminable at any time by you or PAIRE with or without cause and with or without notice. No immediate supervisor, manager, Principal Investigator or employee has any authority to enter into any offer of employment – expressed or implied – with any person providing for employment other than at-will. Nothing in this handbook or in any oral statement shall limit the right to terminate employment at-will. Moreover, continued employment is conditional based on performance and availability of appropriate work and funds.

WITHOUT COMPENSATION APPOINTMENT (WOC)

To ensure that you receive protection under the Federal Tort Claims Act (FTCA) while working at VA Palo Alto Health Care System (VAPAHCS) an approved Without Compensation (WOC) appointment is required. The following are some of the requirements of a VAPAHCS WOC appointment:

- security background check

- TB testing/physical (depending on position)
- fingerprinting
- verification of education
- verification of licensure and/or certification
- annual research training
- intellectual property agreement
- scope of practice (depending on job responsibilities)
- reference checks
- adherence to VA policies and regulations, especially those referencing a drug free workplace, anti-harassment rules of behavior for computer systems, and ethical conduct

CITIZENSHIP AND IMMIGRATION REQUIREMENTS

NEW HIRES

Under Federal law, we may employ only individuals who are legally eligible to work in the United States as established by providing documents specified in the Immigration Reform and Control Act of 1986 (Publication L 99-603 (8 USC 1324a)). As required by law, you must have a completed Verification of Employment Eligibility- I-9 form on file with Human Resources. Section 1 of the I-9 form must be completed by close of business of the first day of work for all new employees.

REHIRES

Rehired employees must also complete the Verification of Employment Eligibility - I-9 form if one of the following conditions applies:

- I-9 was not previously filed
- if your previous I-9 is more than three years old
- if the previous I-9 is no longer valid

EMPLOYMENT OF RELATIVES

A familiar relationship among employees can create an actual or at least a potential conflict of interest in the employment setting. We will not hire or place a relative in a position where the potential for favoritism exists, specifically in a supervisory relationship. Under no circumstances may an individual supervise, evaluate the job performance, or approve compensation for any individual with whom she or he maintains a close relationship. In other cases where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment, at our discretion.

RELATIVE DEFINED

For the purposes of this policy, a relative may include any individual related by blood, marriage, or affinity whose close relationship with the employee is similar to that of a family relationship. A close relationship is generally interpreted as spouse, life partner, parents, children, siblings, grandparents, in-laws, relatives through marriage, or members of the same household. Employees in a supervisory relationship who become related while working at PAIRE must end the supervisory relationship by resigning or transferring to an open position in another department. We will refer any issues that appear to have the potential for favoritism or conflict of interest in the employment of relatives to the VA Office of Regional Counsel for a legal opinion.

EMPLOYMENT CATEGORIES

It is important that you understand the terms of your employment. All employment here is at-will and is terminable at any time by the organization or by you with or without cause and with or without notice. Continued employment is conditional based on performance and availability of appropriate work and funds. No immediate supervisor, manager, principal investigator, or employee has any authority to enter into any offer of employment – expressed or implied – with any person providing for employment other than at-will. Nothing in this handbook or in any oral statement shall limit the right to terminate employment at-will.

Employment categories define employment status and clarify benefit requirements. All employees are classified in one of the following categories:

REGULAR FULL-TIME EMPLOYEES are those scheduled to work at least 30 hours a week. If you are in this category you are eligible for all group health benefits (medical, dental, vision), life insurance, Accidental Death & Dismemberment insurance (AD&D), and PAIRE's 401(k) Retirement Plan as described in TriNet's Signature Benefits Guidebook located at [TriNet's website](#).

POSTDOCTORAL FELLOWS are appointed through Stanford University and are paid out of funds administered by PAIRE. Postdoctoral fellows are not eligible for paid leave but are eligible for group health benefits, including AD&D & life insurance. Postdoctoral fellows may defer compensation into the PAIRE 401(k) Retirement Plan but will not receive pension or match in the PAIRE Retirement Plan.

REGULAR PART-TIME EMPLOYEES are those who are scheduled to work at least 20 but less than 30 hours per week. You are eligible for paid leave benefits and PAIRE's 401(k) Retirement Plan but are not eligible for group health benefits. You are eligible for Aetna's Affordable Health Plan for Medical and Supplemental Benefits.

ON-CALL EMPLOYEES are those who are hired to work less than 20 hours per week. You are eligible for the 401(k) Retirement Plan but you are not eligible for paid leave or group

health benefits as described in TriNet's Signature Benefits Guidebook. On-call employees are eligible for Aetna's Affordable Health Plan for Medical and Supplemental Benefits.

TEMPORARY EMPLOYEES are those employees that are hired for less 24 months or less with a not to exceed date. A temporary employee is not eligible for paid leave, the 401(k) Retirement Plan, or any group health benefits as described in TriNet's Signature Benefits Guidebook. A temporary employee is eligible for Aetna's Affordable Health Plan for Medical and Supplemental Benefits. **Note:** once an employee has been employed for 12 months, they are eligible for 401k plan participation.

EXEMPT AND NON-EXEMPT DEFINED

PAIRE complies with federal and state regulations in the classification of individuals as [exempt](#), i.e., overtime not paid, or [non-exempt](#), i.e., overtime paid, from overtime pay rules and certain protections of the California [Industrial Welfare Commission Orders](#) (IWC). In accordance with the Federal Labor Standards Act (FLSA) and California's IWC order, it is our policy to exempt only those individuals whose duties, responsibilities, and salary clearly meet all statutory requirements. Determination of exemption is not based on job titles or salary levels. In order for an exemption to apply, your job duties and salary must meet all the requirements of the federal and state regulations. Your PAIRE offer letter specifies your FLSA status.

NON-EXEMPT STATUS — As a [non-exempt](#) employee, you are covered under the provisions of the federal [Fair Labor Standards Act](#) (FLSA) and the California [Industrial Welfare Commission Orders](#) regarding overtime pay. As a non-exempt employee, you are required to submit a timesheet each pay period; you are paid on an hourly basis and are compensated for all hours worked. *You must have prior approval from your supervisor for any overtime hours.*

EXEMPT STATUS — As an [exempt](#) employee you are not covered by the provisions of the Federal and State Wage and Hour Laws as established by the [Fair Labor Standards Act](#) (FLSA) and the California [Industrial Welfare Commission Orders](#). In general, the position is considered exempt when it is in an executive, administrative, or professional category and meets the above requirements. A leave report is due when you take a full day off work. Federal and state regulations require that exempt employees be paid on a salaried basis and, by definition, may not be paid for overtime.

HOURS OF WORK

Regular work hours are from 8:00 a.m. to 4:30 p.m. Monday through Friday. Your position may require a different schedule or you may work another shift with supervisory approval. Your supervisor determines your work schedule and it is your responsibility to understand your schedule. Employees working an eight-hour day are entitled to an unpaid half-hour lunch break and two 15-minute rest periods per day. Breaks may not be taken in conjunction

with the lunch break or used to shorten the workday. All non-exempt employees are provided a timesheet for completion on a daily basis.

For purposes of calculating [overtime](#), the workweek begins at 12:01 a.m. on Sunday and ends at midnight on Saturday. You must receive authorization by your supervisor prior to working overtime. Failure to receive authorization prior to working overtime may result in discipline with possible termination.

Timekeeping Records

TIMESHEETS — You may access timesheets on the [PAIRE website](#). Timesheets are in a workbook that contains the following worksheets:

- leave report for salaried employees, to be filled
- timesheets for hourly employees, to be filled
- calendars of due dates and paydays
- schedule of holidays

TIMESHEET FOR NON-EXEMPT EMPLOYEES — Federal and state laws require [non-exempt](#) employees to keep an accurate daily record of hours actually worked, including actual start and stop times. As a non-exempt employee, you must record all time worked and meal periods taken each workday. Your timesheet should show:

- the time work began
- the time reported out to meal break
- the time reported in from meal break
- the time reported out from work

You are encouraged to complete your timesheet on the actual day of work. Your supervisor must approve your timesheet each pay period.

LEAVE REPORT FOR EXEMPT EMPLOYEES — Records of vacation, sick and Leave of Absence (LOA) time must be maintained for all [exempt](#) employees. Your time off is reported in full day increments. In addition, deductions from pay are permissible in the following instances:

- you are absent from work for one or more full days for personal reasons other than sickness or disability
- you are absent for one or more full days due to sickness or disability
- you are absent for penalties imposed in good faith for infractions of safety rules of major significance
- you are absent for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions.

EXCEPTIONS FOR EXEMPT EMPLOYEES' LEAVE REPORT — As an exempt/salaried employee you are required to be paid on a salaried basis, except in the following situations:

- if you have not worked a full work week in the initial week of employment
- if you have not worked a full work week in the final week of employment
- if you are on a Leave of Absence (LOA) taken under the [Family and Medical Leave Act](#) or the [California Family Rights Act](#)

In the case of intermittent Family and Medical Leave, consult [Human Resources](#) to ensure that the following guidelines are followed:

- accurate records must be maintained of time used for Family and Medical Leave and
- sick leave balance must be properly reduced for time charged to intermittent Family and Medical Leave

MEAL PERIODS

Non-exempt employees are allowed a 30 minute unpaid lunch break. If you work more than 5 hours in a workday, you must have a meal period of at least 30 minutes. However, if you work no more than 6 hours in the workday you may waive the right to a meal period if your supervisor approves. Meal periods, which should be substantially duty-free, are neither time worked nor time on pay status, but must be accounted for on your timesheet. Contact [Payroll](#) for the lunch waiver letter,

REST PERIODS

Non-exempt employees are permitted to take a 15 minute paid rest period for each 4 hours of work. As far as practicable, rest periods should be scheduled in the middle of each work period. Your rest periods should also be arranged so that disruptions of work and services are held to a minimum. You are not permitted to use rest periods to shorten the workday or to extend meal breaks.

OVERTIME

EMPLOYEES EXEMPT FROM OVERTIME COMPENSATION

DEFINITION OF EXEMPT EMPLOYEE — Certain employees are exempt from governmental regulations regarding compensation for overtime work. Check your offer letter to verify your classification. In general, your position is exempt when you are employed on a full-time basis in an executive, administrative, or professional position as defined by the federal [Fair Labor Standards Act](#) and California's [Industrial Welfare Commission Orders](#) and meet certain salary conditions established by regulation. Employees classified as exempt are not entitled to receive overtime pay.

OVERTIME ENTITLEMENT — As a [non-exempt](#) PAIRE employee, if you are required to work more than 8 hours in a day, or more than 40 hours in a week, you are entitled to paid compensation for all hours worked. Our policy provides for overtime payment for hours worked in excess of 8 in one day in accordance with state regulations and provides overtime

payment for hours worked in excess of 40 in one week in accordance with federal, state, and local regulations. Overtime policies are applicable to all non-exempt employees. Our own requirements and government regulations make it mandatory that overtime hours worked by non-exempt employees be accurately recorded on timesheets and compensated.

APPROVAL OF OVERTIME WORK — Scheduling of overtime hours of work requires advance approval by supervisors.

OVERTIME HOURS — Overtime pay is calculated on the actual hours worked: vacation, holidays, and sick time are not counted in calculating hours towards overtime.

OVERTIME RATE — For purposes of calculating [overtime](#), the workweek begins at 12:01 a.m. on Sunday and ends at midnight on Saturday. California’s [Industrial Welfare Commission Wage Order 4-2001](#) requires us to pay overtime based on your regular hourly rate as follows:

<u>Hours Worked</u>	<u>Overtime Rate</u>
Hours 8 through 12 in a workday	Time and one half
After 40 hours in one workweek	Time and one half
After 12 hours in a workday	Double time
The first 8 hours on the 7 th consecutive workday	Time and one half
After 8 hours on the 7 th consecutive workday	Double time

TRAVEL STATUS

Sometimes employees are required to travel for work. If you are a non-exempt employee in travel status these guidelines apply to you. In order to ensure that you are paid appropriately and accurately when you travel as a PAIRE employee, we follow both the state of California’s Department of Industrial Relations definitions and the federal guidelines regarding compensable travel time and overtime payment, if applicable. Travel spent taking driving to and for from work is not compensable time; additionally, taking a break from travel in order to eat a meal, sleep or engage in personal pursuits not connected with work such as taking an extra day to tour a city or visit friends is not considered compensable time. Contact [Human Resources](#) for specific travel related questions.

COMPENSABLE WORK HOURS WHILE ON TRAVEL STATUS

- Assigned travel during your regular working hours on workdays
- Travel that does not keep you away from home overnight
- Travel that occurs during the hours you normally work when the travel occurs on your day(s) off
- Time spent traveling during your normal work hours, regardless of what day of the week the travel occurs, such as time spent driving, or as a passenger on an airplane, train, bus, taxicab or car, or other mode of transportation, in traveling to and from an out-of-town event, and time spent waiting to purchase a ticket, check baggage, or to get onboard

PAY DAYS

All PAIRE employees are paid on a semi-monthly basis. When a payday falls on a non-workday, paychecks will be available on the last working day preceding the payday. A complete schedule of pay periods, due dates and holidays is found on the [PAIRE website](#).

Days Worked

For all work performed between the 1st through the 15th of the month

For all work performed between the 16th through the last day of the month month

Pay Days

Paid on the 22nd of the month

Paid on the 7th of the following

DIRECT DEPOSIT — Your paycheck may be direct deposited in as many as 5 different accounts. Once Human Resources registers you on TriNet's secure portal you may review Information on how to elect or cancel direct deposit at [TriNet's website](#).

PAY STATEMENT — You will receive a pay statement of earnings which will be mailed to you at home and is available on-line at [www.hrpassport.com](#). Your W-2 will be available on TriNet's secure portal by the end of January each year. To request a copy mailed to you, logon to [www.hrpassport.com](#) and go to Myself->AboutMe->Employee Options.

Your pay statement will show the following:

- gross wages paid
- itemized deductions
- leave balances
- net pay
- year to date earnings

PERFORMANCE APPRAISALS AND AWARDS

The performance appraisal and awards system is designed to:

- evaluate your job performance on the basis of objective job criteria
- recognize and reward those employees whose performance so warrants
- assist you in improving performance
- reassign, demote or remove those who continue to exhibit less than acceptable performance

Performance reviews allow your supervisor to formally recognize and evaluate your performance. The annual review process will evaluate your quality and quantity of work, your demonstrated job skills, initiative, personal conduct, and attitude towards your job. Your supervisor will use your review time to discuss any necessary improvements; ultimately,

however, it is your responsibility to improve your performance. Your annual review is also an opportunity for you and your supervisor to discuss your career goals and any professional development within the context of your current position.

Performance reviews are conducted on an annual basis for all eligible employees. These reviews are completed in February of each year for the previous calendar year. Performance reviews for employees hired between October 1 and December 31 of each year may be conducted at the discretion of the supervisor. If you received a salary increase between October 1 and December 31, you are ineligible for a merit increase but should receive a performance review. A salary increase, if so warranted by your review, will be effective April 1st. Included in the performance review process should be a discussion of your work performance, contributions, and areas for improvement, if applicable.

INCREASES AND AWARDS

In conjunction with the annual performance evaluation, if you receive a rating of "Fully Meets" or higher you will be eligible for a merit pay award. Such an increase may be in one of two forms: a base pay merit increase or a lump sum merit award. If the merit increase would result your compensation exceeding the maximum rate for the position, the increase will be capped at the maximum rate.

If a supervisor wishes to provide a bonus in conjunction with the annual performance appraisal, such an award is permitted, upon approval of Human Resources. A bonus may be given in the amount up to but not exceeding \$3,000. *Note: PAIRE does not provide tax indemnification or gross-up payments, i.e., any associated employee taxes with a bonus are charged to the employee.*

MERIT PAY — You are eligible for a merit increase if you meet the criteria below and your annual compensation falls below the maximum rate established for your position. If you were promoted between October 1 and December 31 you are ineligible for merit increases. Guidelines for base pay increases are as follows:

BONUS — If a supervisor wishes to provide a bonus in conjunction with the annual performance appraisal, such an award is permitted. *Note: PAIRE does not provide tax indemnification or gross-up payments, i.e., any associated employee taxes with a bonus are charged to the employee.*

<u>Overall Rating</u>	<u>% Salary Increase</u>
Overall Rating of less than 3	No increase
Overall Rating of 3 – Fully Meets the Standards	3%
Overall Rating of 4 – Exceeds Standards	3 – 4%
Overall Rating of 5 – Far Exceeds Standards	4 – 5%

SPECIAL CONTRIBUTION AWARD – A Special Contribution Award may given when a supervisor wishes to recognize outstanding achievement above and beyond normal job

requirements, for example work done on a special project or performance of a specific function that is significantly different from the position for which you were originally hired. More than one award for the same achievement is not permitted, and these awards should not be given in lieu of a Merit Pay award. This award must be approved by the Executive Director. *Note: PAIRE does not provide tax indemnification or gross-up payments, i.e., any associated employee taxes with a bonus are charged to the employee.*

DISCIPLINE OTHER THAN IMMEDIATE TERMINATION — You are expected to meet the standards of work performance as established by PAIRE. Work performance encompasses many factors, including attendance, personal conduct, job proficiency, and overall compliance with organizational conditions, policies and procedures.

If you fail to meet these standards, PAIRE may, under appropriate circumstances, take corrective action, other than immediate dismissal. This action would provide your supervisor a method of formally documenting the problem and allow you reasonable time within which to improve your performance. The consequences of failing to correct the problem may include demotion, adjustment to your work schedule or termination of employment.

EMPLOYEE RECORDS

It is important to us that we maintain the confidentiality of your records. These records include all application materials, performance, benefit, and timesheet records relative to your employment.

Your employment records are the property of the organization and access to the information that they contain is restricted. Generally, only officials and our representatives who have a legitimate reason to review information in a file are allowed to do so. In compliance with [California's Department of Industrial Relations](#) and with reasonable advance notice, you may review material in your file but only in the Human Resources office. You are permitted to inspect your personnel records during usual business hours, without loss of compensation. Please contact [Human Resources](#) for an appointment to view your employment record.

UPDATING EMPLOYEE RECORDS – In order to ensure that your records are accurate and current report changes in name, address, or contact information as soon as it occurs. Updates to your record may be accomplished by entering the new information on [TriNet's website](#). Additionally, the updated information may be sent to [Human Resources](#) for inclusion in your file. You should also update your Without Compensation (WOC) information with the Research Administration office.

EMPLOYMENT VERIFICATION – Verification of employment may be submitted to [TriNet](#) or [Human Resources](#). It is our policy to verify only dates of employment and position title.

EMPLOYEE CONDUCT

ATTENDANCE, PUNCTUALITY AND DEPENDABILITY

Because we rely on your contributions to further the mission of the organization, it is important that you attend work as scheduled. Dependability, attendance, punctuality, and a commitment to do your job well are essential at all times. As such, you are expected to report to work on time on all your scheduled workdays and during all your scheduled work hours. If you are unable to report for work, or if you will be late in arriving to work or have to leave early, notify your supervisor as soon as you are aware of the situation so that alternative plans can be made.

If you fail to report for your regularly scheduled work hours for three days without notification, you may be deemed to have voluntarily resigned your position. Absence or tardiness problems, including failure to call in, may result in discipline up to and including termination.

BUSINESS CASUAL ATTIRE AND GROOMING GUIDELINES

PAIRE offers you the opportunity to dress in business casual attire. This business casual dress code is intended to allow you to work comfortably. However, you are responsible for ensuring that your dress and grooming project a positive image. You are expected to use good judgment and follow the guidelines below in determining appropriate dress and grooming. The information below is intended to serve as guidelines and not as an all-inclusive list:

ATTIRE

Clothing must be neat and clean, in good taste, and project a positive image of PAIRE. Unacceptable clothing and attire include, but are not limited to, T-shirts with offensive slogans or pictures; sweatpants, sweatshirts, or workout attire; cutoffs, beach attire, halter tops; dresses, skirts, or shorts that are excessively short; sheer clothing or clothing that otherwise is revealing, distracting, or provocative; torn clothing; loose footwear such as “flip-flops”; bare feet; visible jewelry in areas of the body considered unconventional in a business office environment; hair color, uncovered tattoos, or other artificial body markings considered unconventional in a business office setting; and unless medically necessary, dark sun glasses shall not be worn while working in the office.

GROOMING

Hairstyles, make-up, and the grooming of beards and mustaches are left to your discretion for as long as a professional and groomed appearance is maintained. Your personal grooming should contribute to a pleasant and comfortable work environment by maintaining high standards of neatness, grooming, and personal hygiene. Clothing and your person should be clean and free from odor. In addition, please exercise moderation when using perfumes,

colognes, and hair spray, as there are individuals who have allergies and sensitivities to certain chemicals and scents.

EXCEPTIONS

You should consider each day's activities when determining what to wear, your level of customer and public contact, and the types of meetings you are scheduled to attend. Supervisors and managers can specify additional or alternative dress and grooming requirements based on the business needs of their departments. Supervisors and managers can impose special dress and grooming requirements necessary for employee safety. PAIRE makes reasonable accommodations for dress or grooming directly related to your religion, ethnicity, or disabilities. If you have any questions or concerns over these guidelines, you are encouraged to discuss them with your supervisor or contact Human Resources.

SECURITY AND SAFETY

SAFETY — Since we function within the VAPAHCS and you have an approved Without Compensation (WOC) appointment with the VAPAHCS, you are expected to take an active part in maintaining a hazard free environment. In addition, the list below states your responsibilities in regards to safety compliance:

- follow the safety rules applicable to your work area
- immediately report any accidents or injuries
- immediately report any unsafe equipment, working condition, process or procedure to your supervisor
- use necessary safety equipment

As part of your annual training, you will review the VAPAHCS Safety Manual and adhere to all safety regulations. To review the VA Safety manual and other applicable safety information, you must log onto the [VA Research website](#).

SECURITY — To ensure the orderly and efficient operation of our organization and to provide the best possible work environment, we require that you maintain proper standards of personal conduct. The VA maintains appropriate security systems which you are required to follow. The general provisions are set forth in [38 CFR 1.218](#), regarding all property under the charge and control of VA and to all persons entering in or on such property. The following are examples of infractions or rules that may result in disciplinary action, up to and including termination of employment. This list is not intended to be exhaustive:

- theft or inappropriate removal or possession of PAIRE/VA property
- working under the influence of alcohol or illegal drugs
- possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, or while operating PAIRE/VA vehicles or equipment
- fighting or threatening violence in the workplace
- sexual or other unlawful or unwelcome harassment

- possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- unauthorized use of telephones, mail system, computers, intranet or internet
- unauthorized disclosure of research and/or confidential information

The VA provides parking for PAIRE employees; however, neither PAIRE nor the VA assumes responsibility for loss through fire, theft, collision or otherwise to your car or its contents while it is parked on VA or other property. VA-issued identification badges will be worn and will be visible at all times by all PAIRE employees while in the performance of their duties.

SMOKING POLICY

PAIRE and the VAPAHCS maintain a smoke-free work place. There is no smoking inside any of the buildings. There are designated smoking areas located outside several buildings on the campus.

COMPUTER, EMAIL, PHONE, AND OTHER TECHNICAL USAGE

The computer, e-mail, and phone systems are the property of the organization. These electronic communication services are provided for use in conducting company business. All communications received from, or stored in these systems are our records and the property of PAIRE and VAPAHCS. E-mail is not considered private and there is zero tolerance for abuse of email. You should have no expectation of privacy when using e-mail to transmit, store and communicate information. You are responsible for using the electronic mail (e-mail) system properly, which includes blogging, Instant Messaging, web browsing, and all other forms of internet and technical activity, in accordance with all VAPAHCS and Veterans Affairs policies regarding computer and internet and intranet usage.

New legislation was enacted on July 1, 2008, that requires drivers to use hands-free equipment while talking on their cellular telephones. PAIRE has no expectation that an employee will use a PAIRE purchased or personal phone to do work-related business while driving. You are encouraged to follow the new [Hands Free](#) law while using a cell phone in any vehicle.

LEAVE ADMINISTRATION

It is our hope that you maintain a balance between work and your personal life. To assist you with that goal, leave options are provided for you. There are two basic types of leave – leave with pay and leave without pay. Personal Leaves of Absence, as authorized by the [State of California](#), are generally not leave with pay.

To request time off for vacation, sick, or other sorts of leave, notify your supervisor as far ahead of time as possible. As a reminder: all time off should be recorded on your timesheet/leave report. See *Hours of Work* section in this booklet.

LEAVE WITH PAY CATEGORIES

If you work 20 hours or more per week as a regular employee you are eligible to receive prorated vacation, sick, and holiday hours. You should give advance notification to your supervisor when requesting any time off from work, whenever possible. *Note: Postdoctoral Fellows are not eligible to earn vacation or sick leave.*

VACATION

You are encouraged to schedule your vacation in advance with your supervisor's approval. Although vacation leave is provided for your rest and relaxation, you may request to use vacation time for illness, disability, and personal reasons. Eligible employees earn vacation hours according to the total hours paid (excluding overtime and leave without pay hours) each pay period. "Pay" for this purpose includes all hours worked, pay for sick leave, vacation, and holidays. You may not use vacation leave before it has been accrued.

EARNING VACATION – Vacation is accrued according to the following schedule:

Employment Month	Rate of Vacation Accrual	Annual Vacation hrs @40hrs/wk
1 st – 36 th	5%	104 (13 days)
37 th – 180 th	7.5%	160 (20 days)
181 st +	10%	208 (26 days)

VACATION ACCRUAL RATE — Vacation accrual rate starts from date of hire for all eligible employees. If you have prior federal, military, affiliated non-profit creditable service, or are hired directly from Stanford University due to the Stanford Agreement, your vacation accrual rate will be adjusted based on acceptable documentation. Contact [Human Resources](#) to confirm prior service.

VACATION ACCUMULATION CAP — Vacation can be accumulated and carried forward from year to year, with a cap of 240 hours per year. If you reach the vacation cap you will not earn further leave until vacation is taken and the balance is reduced below the cap of 240 hours.

VACATION PAYOUT — Upon conversion to on-call status you will be paid for vacation accrued through the last day you were in a paid leave status. Furthermore, upon separation of employment you will receive payment for all unused accrued vacation hours. It is important to note that a leave of absence without pay is not a separation of employment and lump sum payment of accumulated vacation is not provided if you take leave without pay.

SICK LEAVE

If you work 20 hours or more per week as a regular employee you are eligible to accrue sick leave according to the total hours paid (excluding overtime and leave without pay hours) each pay period. Sick leave accrues at a rate of 5% for all total hours paid (excluding overtime)

each pay period. "Pay" for this purpose includes all hours worked, pay for sick leave, vacation, and holidays. You may not use sick leave before it has been accrued.

Sick leave is provided in order that you may continue to receive salary when you are absent from work because of illness, disability, injury, and medical appointments. If you become ill while on vacation you may use sick leave based upon satisfactory verification of illness or injury. Paid sick leave may also be used in the following situations:

- for [Kin Care](#) for a sick family member; including your child, parent, spouse, registered domestic partner, or the child of a registered domestic partner
- during a pregnancy disability leave
- for family and medical leave

In conjunction with sick leave, you may be requested to:

- give at least 30 days' advance notice of foreseeable medical needs whenever possible or reasonable notice when advance notice is not possible; and
- submit satisfactory proof of inability to work, if necessary.

SICK LEAVE ACCUMULATION — Any unused sick leave may be carried forward from one year to the next without limitation. No payment for unused accumulated sick leave is made upon separation of employment. Sick leave can be accumulated and carried forward from year to year, with a cap of 1040 hours per year. If you reach the sick leave cap, you will not earn further leave until the balance is reduced below the cap of 1040 hours.

TRANSFER OF SICK LEAVE — If you have converted from a paid leave category to one in which leave does not accrue, you will not have prior accrued sick leave transferred. However, if you later transfer back to a status in which sick leave accrues, the previously accrued sick leave will be reinstated up to the cap.

KIN CARE — [California labor code](#) permits an employee to use in any calendar year their accrued and available sick leave, in an amount not less than would be accrued during six months to care for a sick child, parent, and spouse or registered domestic partner. This is called Kin Care. In regard to Kin Care, "child" means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a registered domestic partner, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

HOLIDAYS

HOLIDAY PAY — Regular employees working 20 hours or more per week are eligible for pay on designated [holidays](#).

PRO-RATING HOLIDAY HOURS FOR PART-TIME EMPLOYEES - Holiday hours for part-time employees will be paid based on the average regular hours worked over the preceding 4 pay

periods. Total hours are all regular, holiday, sick, and vacation time. If an employee has not been employed in a benefited position for the full 4 previous pay periods, the expected work hours per week will be divided by 5 to compute the holiday hours. Payroll will email you the computed pro-rated holiday hours each pay period, if you are an eligible part-time employee. For questions regarding pro-rating of holiday pay, contact [Payroll](#).

SCHEDULED HOLIDAYS — PAIRE observes the [federal holiday schedule](#), including any day declared a holiday by the President of the United States of America.

Paid holidays

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Presidents' Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

PERSONAL LEAVES OF ABSENCE

BEREAVEMENT LEAVE — A bereavement period is a time when you need to know that the people you work with care about you and your family. Employees are allowed, per occurrence, up to three (3) days off with pay and may use up to five (5) days of accrued sick leave to assist in arranging or attending the funeral of a family member. Family members include:

- Any individual related by blood
- Any individual related by marriage
- Any individual registered as domestic partner
- Any individual that by close association and affinity with you is the equivalent of a family relationship

RECORDING BEREAVEMENT LEAVE – This time off should be recorded on the timesheet as regular hours, without any time in/time out entries, accompanied by a written “bereavement leave” notation on the timesheet. Sick leave is recorded per usual.

JURY DUTY — We recognize that serving on jury duty is a civic responsibility for all citizens of the United States. We also recognize that you may at times be summoned or subpoenaed for a court appearance as a witness. You are allowed up to 5 days of leave with pay for jury duty, appearing as a witness or seeking a restraining order as a victim of domestic violence.

RECORDING JURY DUTY — Hours for jury duty should be recorded as regular time, without any time in/time out entries, accompanied by a written “jury duty” notation on the timesheet. You must provide verification from the court or jury commissioner of time spent on required jury duty. Attach the court summons to the timesheet.

TIME OFF TO VOTE — All employees are encouraged to vote. In accordance with [California Election Code Section 14000 – 14003](#), you will be allowed 2 hours of paid leave to vote at a statewide election if, due to work schedule, you do not have sufficient time outside of working hours to vote. Supervisors shall authorize necessary time off, but not to exceed two hours with pay. The following conditions apply to the use of this leave:

- such time off to vote should be scheduled at the beginning or the end of your shift of work; whichever allows the most free time for voting and the least disruption to the workplace;
- you must give reasonable notice (2 days' advance notice) to your immediate supervisor for your need to have time off to vote.

LEAVE FOR RELIGIOUS HOLIDAY — You may observe a religious holiday provided that work schedules can be accommodated without undue hardship to the department and provided that the time off is charged to vacation or is without pay.

TIME OFF: VISIT THE SCHOOL OF A CHILD — The [Family-School Partnership Act](#) is a California law that allows parents, grandparents, and guardians to take time off from work to participate in their children's school or childcare activities. You may take up to 40 hours each year (may limit up to 8 hours in any calendar month based on work needs) to participate in activities at your child's school or day care facility, upon meeting specific criteria. You must have custody of a child enrolled in a California public or private school, kindergarten through grade twelve, or licensed child day care facility and be that child's parent, guardian, or grandparent. It is your responsibility to give your supervisor reasonable notice. You may use accrued vacation hours or unpaid time for this purpose.

TIME OFF: DRUG AND/OR ALCOHOL REHABILITATION — The [Drug and/or Alcohol Rehabilitation](#) law allows for anyone voluntarily entering and participating in an alcohol or drug rehabilitation program to do so providing that this reasonable accommodation does not impose an undue hardship on your work. You may use accrued sick leave for the purpose of entering and participating in an alcohol or drug rehabilitation program or request a LOA from your supervisor.

TEMPORARY MILITARY LEAVE AND/OR RESERVE DUTY — The Federal [Uniformed Services Employment and Reemployment Rights Act](#) (USERRA) provides reemployment rights for veterans and members of the National Guard and Reserve following qualifying military service. Federal and [state law](#) entitles such employees to leave without pay to serve in the uniformed services of the United States on a voluntary or involuntary basis including absence for a fitness exam. In order to be eligible for reemployment rights under USERRA, all of the following conditions apply:

- you provide a copy of advance written or verbal notice for all military service unless giving notice is impossible, unreasonable, or precluded by military necessity
- you have 5 years or less of cumulative service in the uniformed services while employed by PAIRE

- you return to work or apply for reemployment in a timely manner (contact [Human Resources](#) to determine the appropriate timeframe for request for reinstatement) after conclusion of service
- you have not been separated from service with a disqualifying discharge or under other than honorable conditions

USERRA requires that service members who conclude their tours of duty and have met the above conditions have job retention rights and retain full seniority benefits for all prior service. For further details regarding the provisions of USERRA, contact [Human Resources](#).

OTHER LEAVE — As required by California law, we provide the following leaves: [Emergency Duty As A Volunteer Firefighter, Reserve Police Officer, or Emergency Rescue Personnel](#), [Time Off To Appear At School When Required By The School](#), and [Literacy Leave](#). These are unpaid leaves; however, when approved, you may use other accrued paid leave, e.g., accrued vacation or sick leave. For details regarding these personal leaves of absence, contact [Human Resources](#).

FAMILY AND MEDICAL LEAVE PLANS

Federal and state regulations provide leave options in order for you to care for yourself or a family member. The federal government's [Family and Medical Leave](#) (FML) and [California's Family Rights Act](#) (CFRA) plans are non-paid leave options. California employees are covered by [State Disability Insurance](#) (SDI) and [Paid Family Leave](#) (PFL) through payroll deductions. These insurance plans provide unemployment compensation in order for you to take care of your own illness/disability; to care for a sick family member or to bond with your newborn.

To request a Leave of Absence for any of these circumstances you must complete the Leave of Absence request form and meet with your supervisor to review the form and obtain approval. The form is sent to Human Resources for further review. You will be notified once the leave of absence form is processed.

FAMILY AND MEDICAL LEAVE (FML) — This federal [law](#) allows you up to a total of 12 workweeks of unpaid leave during any 12-month period for one or more of the following reasons:

- the birth and care of your newborn child
- the care for a child placed with you for adoption or foster care
- to care for an immediate family member (spouse, child, or parent) with a serious health condition
- to take medical leave when you are unable to work because of a serious health condition

FMLA has been amended to include situations related to military members and their families. For details, contact [Human Resources](#).

ELIGIBILITY FOR FML — To be eligible for FML, you must meet all of the following conditions:

- you must have worked for our organization for at least one year though these months need not be consecutive months. For the purpose of determining length of employment, 52 weeks is deemed equal to 12 months;
- you must have worked for 1,250 hours (not including vacation, sick, holiday hours or LOA) over the previous 12 months and
- you work at a location where there are at least 50 PAIRE employees within a 75-mile radius

DEFINITION OF SERIOUS HEALTH CONDITION — For purposes of FML requirements, a serious health condition is an illness, injury, impairment, or physical or mental condition that involves:

- inpatient care in a hospital, hospice, or residential care facility
- a period of incapacity of greater than 3 calendar days that also involves treatment two or more times by a health care provider
- treatment on at least one occasion and a regimen of continuing treatment by a health care provider
- continuing treatment or supervision by a health care provider

MEDICAL CERTIFICATION — A medical certification is required from a health care provider that you or your child, parent, spouse, in fact, has a serious health condition, the condition's expected duration, and the need for you to attend to the family member. Certification is also required if an extension of leave is requested. A medical release to return to work is required.

USE OF OTHER LEAVE WITH FML — Employees may elect to use any accrued and unused sick or vacation hours while on FML.

FML AND MEDICAL BENEFITS — To maintain current medical benefits coverage during a FML leave; we continue paying our share of your benefits. You will continue paying your regular benefits contribution while in a paid leave status under FML. If you are on an unpaid status, we will pay your benefits costs until the end of the FML benefit period (12 weeks) or your return to paid status, whichever is earlier. A completed repayment agreement for reimbursement for your share of the benefit costs is required prior to going on FML.

LENGTH OF FML — Leave under FML may total up to 12 workweeks in a 12-month period. It does not need to be taken in one continuous period of time. FML may run concurrently with other leave.

NOTIFICATION — A 30-day advance notice is expected when the need for leave is foreseeable, i.e., anticipated date of birth, adoption or planned medical treatment. When 30-days' advance notice is not possible, you should give as much notice as possible. You are required to give a minimum of 3-days notice if the return to work is to be later or earlier than the expected return date.

REINSTATEMENT RIGHTS AFTER FML — Upon return from FML leave, you are guaranteed reinstatement to the same or comparable position. If you give notice that you do not intend to return to work, you lose your entitlement to FML leave. Contact [Human Resources](#) for additional details regarding reinstatement.

THE FAMILY AND MEDICAL LEAVE ACT AND NATIONAL DEFENSE AUTHORIZATION ACT

[This revision to the Family Medical Leave Act](#) allows the following for “spouse, son, daughter, parent, or next of kin” to take up to 26 workweeks of leave to care for a “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 otherwise on the temporary disability retired list, for a serious injury or illness.”

CALIFORNIA FAMILY RIGHTS ACT (CFRA) — California enacted this [statute](#) to allow for unpaid leave based on the following situations:

- after the birth of a child for purposes of bonding
- placement of a child in your family for adoption or foster care
- for the serious health condition of your child, child of registered domestic partner, parent or spouse
- for your own serious health condition or that of your registered domestic partner

ELIGIBILITY FOR CFRA — To be eligible for CFRA leave, you must meet all of the following criteria:

- you must be either a full-time or part-time employee working in California
- you must have more than 12 months (52 weeks) of service with our organization
- you must have worked at least 1,250 hours in the 12 month period before the date the leave begins (not including vacation, sick , holiday hours or LOA)
- you must work at a location in which we have at least 50 employees within 75 miles of the worksite

DEFINITION OF A SERIOUS HEALTH CONDITION — For purposes of CFRA leave, a serious health condition means illness, injury (including on-the-job injuries) or impairment. CFRA also includes physical or mental conditions of your child, parent or spouse and yourself that involves either inpatient care, i.e., an overnight stay, in a hospital, hospice, residential health care facility or continuing treatment or supervision by a health care provider.

MEDICAL CERTIFICATION — A medical certification is required from a health care provider that you or your child, parent, spouse, in fact, has a serious health condition, the condition's expected duration, and the need for you to attend to your family member. Certification is also required if an extension of leave is requested. A medical release to return to work is required.

USE OF OTHER LEAVE WITH CFRA — You may elect to use any accrued and unused sick or vacation hours while on CFRA.

CFRA AND MEDICAL BENEFITS — To maintain current medical benefit coverage during a CFRA leave, we continue paying our share of your benefits. You will continue paying your regular benefit contribution while in a paid leave status under CFRA. If you are on an unpaid status, we will pay your benefits' cost until the end of CFRA leave (12 weeks) or until you return to paid status, whichever is earlier. A completed repayment agreement for reimbursement for your share of the benefit costs is required prior to CFRA leave.

LENGTH OF CFRA LEAVE — Leave under CFRA may total up to 12 workweeks in a 12-month period. It does not need to be taken in one continuous period of time. CFRA may run concurrently with other leave.

REINSTATEMENT RIGHTS AFTER CFRA — You are guaranteed reinstatement to the same or comparable position at the end of your CFRA leave. Contact [Human Resources](#) for additional details regarding reinstatement.

PREGNANCY-RELATED DISABILITY LEAVE (PDL) — California [law](#) allows for 4 months of unpaid leave based on pregnancy-related disability for employees with a doctor's certification stating inability to work due to a pregnancy related disability. You are eligible for pregnancy disability leave regardless of the length of time you have worked for us. Further, you do not have to be full-time in order to be eligible.

REASONS FOR PDL — You may request PDL if you meet any of the following conditions:

- you are disabled by pregnancy or childbirth
- you have a pregnancy related medical condition
- you are recovering from childbirth

MEDICAL CERTIFICATION — It is the medical opinion of your physician or health care provider that determines whether you are disabled by pregnancy or a related medical condition. A medical certification is required from a health care provider stating the length of the disability. Certification is also required if an extension of leave is requested. A medical release to return to work is required.

USE OF OTHER LEAVE WITH PDL — You may use any accrued but unused vacation and sick leave while on unpaid PDL.

PDL AND MEDICAL BENEFITS — PDL may run concurrently with Family Medical Leave (FML). If you are eligible for FML, your medical benefits will continue for the duration of FML. You will continue paying your regular benefits contribution while in a paid leave status under PDL/FML. If you are on an unpaid status during this time, your benefits will be paid until the end of FML (12 workweeks). A completed repayment agreement for reimbursement for your share of the benefits costs is required prior to this leave. If you are not FML eligible,

your medical benefits will terminate at the end of the month following 30 days of leave of absence. You will be offered COBRA coverage at the end of your benefits coverage.

REINSTATEMENT RIGHTS AFTER PDL — Upon return from PDL leave, you are guaranteed reinstatement to the same or comparable position. Contact [Human Resources](#) for additional details regarding reinstatement.

LEAVE OF ABSENCE (LOA) — If you need to take time off from work and you do not qualify for state and federal leave options (see FML/CFRA) you may request a Leave of Absence (LOA). Depending on the circumstances, you may use any accrued unused vacation or sick hours towards your LOA. Contact [Human Resources](#) to request the LOA form. Complete the form and, after obtaining your supervisor's approval, send it to [Human Resources](#).

LOA AND MEDICAL BENEFITS — If you have medical benefits and request an unpaid LOA that is not covered under a state or federal leave plan (such as FML/CFRA) the following conditions will apply to your benefit coverage:

- benefit coverage continues as if you were an active employee for 30 days
- after 30 days, coverage continues until the end of the month in which the 30th day occurs
- at that time you will be offered coverage under the [Consolidated Omnibus Budget Reconciliation Act of 1985 \(COBRA\)](#), which provides for continuation of health coverage protection to you and your dependents when there is an employment change effecting eligibility for employer health coverage
- benefits must be elected as of the first of the following month, if benefits are to be continued during the unpaid LOA
- COBRA offers you the right to continue medical, dental, vision, flexible spending (FSA) and life insurance plans
- it is your responsibility to make the necessary arrangements for COBRA payments with [TriNet](#)

RETURN FROM LEAVE — To request an extension of your LOA, you must contact your supervisor and notify [Human Resources](#). If you fail to return to work after three days at the end of your approved leave without notifying your supervisor, a termination of your LOA and of your employment status may occur.

If your LOA was based on illness/disability, a doctor's certification is required upon return to work.

STATE MANDATED INSURANCE PROGRAMS

SOCIAL SECURITY AND MEDICARE — There are deductions made from your pay that represent contributions towards Social Security and Medicare benefits. These deductions are equally matched by the organization. In addition to supplemental retirement benefits, Social Security also offers certain disability and/or Medicare coverage. To receive further details on these benefits, contact a local [Social Security Administration](#) office.

State Disability Insurance (SDI), Workers' Compensation Insurance (WCI) and Paid Family Leave (PFL) are state mandated programs that offer wage replacement in case of injury or illness while you are employed. The Unemployment Insurance (UI) program provides assistance to you if you lose your job through no fault of your own. SDI and PFL are funded through your payroll deductions. PAIRE contributes to the California Unemployment Insurance Fund on behalf of its employees. WCI is for compensation for injury on the job and is administered by TriNet for PAIRE employees.

STATE DISABILITY INSURANCE (SDI) —All PAIRE employees working in California are covered by [State Disability Insurance](#) and may file a claim with the [Employment Development Department \(EDD\)](#) for benefits relating to a non-work related illness. SDI is a partial wage-replacement insurance plan for California workers. The SDI program is state-mandated and funded through payroll deductions. This insurance program is administered through California's Employment Development Department (EDD). SDI provides short-term benefits when you suffer a loss of wages, when you are unable to work due to a non-work related illness or injury, or when medically disabled due to pregnancy or childbirth.

STATE DISABILITY INSURANCE (SDI) — You are eligible for SDI and should contact your local [EDD](#) office if you meet all of the conditions below:

- you are employed in the state of California
- you earned \$300 from which deductions were made for state disability contributions
- you are no longer able to do your usual and customary work due to sickness or injury not caused by your job/pregnancy
- you are under the care and treatment of a licensed doctor

SDI: DISABILITY DEFINED — For SDI purposes, disability is defined as any mental or physical illness or injury which prevents you from performing regular or customary work, per California's [Unemployment Insurance Code](#). For purposes of this section, "disability" or "disabled" includes:

- an illness or injury, whether physical or mental, including any illness or injury resulting from pregnancy, childbirth, or related medical condition
- an inability to work because of a written order from a state or local health officer to an individual infected with, or suspected of being infected with, a communicable disease
- acute alcoholism being medically treated or, to the extent specified in [Section 2626.1](#), you have resident status in an alcoholic recovery home
- acute drug-induced illness being medically treated or, to the extent specified in [Section 2626.2](#), you have resident status in a drug-free residential facility

MEDICAL CERTIFICATION FOR SDI — The forms to file a claim can be obtained from any [EDD office](#) or with your medical provider. A doctor's note is required for filing for SDI. A copy of the doctor's certification is also required to process your leave request with PAIRE. This

note should state the date the disability leave begins and the estimated return to work date. Certification is also required if an extension of medical leave is requested. A medical release to return to work is required.

USE OF OTHER LEAVE WITH SDI — You may elect to use available accrued sick or vacation hours for the first 7 days' waiting period required by SDI. While on SDI, you may request the use of accrued sick hours to be integrated with your SDI benefit. SDI treats sick leave as wages, so SDI benefits may be reduced by the amount of sick leave wages received.

You may request SDI payments while on leave under a Family and Medical Leave plan. For further details regarding State Disability Insurance, contact [Human Resources](#).

LENGTH OF SDI — The first 7 days of the claim is a waiting period for which no benefits are payable. Benefits begin with the 8th day of disability. As with any medical condition, the disability period begins with the first day you are unable to do your regular or customary work. SDI benefits will be paid for the period of time supported by your doctor's certification.

PAID FAMILY LEAVE (PFL) — [Paid Family Leave](#) insurance is compensation paid to you when you suffer a wage loss due to taking time off work to care for a seriously ill family member or bond with your new child. This insurance program is designed to make it easier for you to balance the demands at work with your family care needs at home.

ELIGIBILITY FOR PFL — As a component of the [State Disability Insurance](#) (SDI) program, PFL is funded entirely by employee contributions. PFL insurance program extends benefits when you must take time off from work to care for your family members under certain circumstances. Since this program is fully funded from employees' wages, all employees living and working in California are eligible to receive unemployment disability compensation to cover time off of work for one of the following reasons:

- to care for your seriously ill child, spouse, parent, or registered domestic partner
- to bond with your new child or the new child of your spouse or registered domestic partner
- to bond with a child in connection with the adoption or foster care placement of the child with you, your spouse or registered domestic partner

MEDICAL CERTIFICATION FOR PFL — Medical certification is required from a health care provider stating that your child, parent, spouse, or registered domestic partner has a serious health condition, the condition's expected duration, and the need for you to attend to the family member. A document confirming the claim for baby bonding is required. The forms to file a claim can be obtained from any [EDD office](#).

LENGTH OF PFL — Similar to SDI, there is a 7 calendar day non-payable waiting period after filing for PFL. After the waiting period, you are offered up to 6 weeks of paid benefits in a 12-month period.

USE OF OTHER LEAVE WITH PFL — The first week of absence is the period of time you must wait before PFL benefits are paid. You may use any unused accrued vacation or sick leave during this 7-day waiting period. While on PFL the use of accrued sick hours may be integrated with the PFL benefits at your request. Sick leave is treated as wages, so PFL benefits may be reduced by the amount of sick leave wages received.

MEDICAL COVERAGE AND PFL — If you have medical benefits and are off work due to a non-work related disability, and you are not covered under a state or federal leave plan (such as FML/CFRA), the following conditions will apply to your benefits coverage:

- benefit coverage continues as if you were an active employee for 30 days
- after 30 days, coverage continues until the end of the month in which the 30th day occurs
- at that time you will be offered coverage under the [Consolidated Omnibus Budget Reconciliation Act of 1985 \(COBRA\)](#), which provides for continuation of health coverage protection to you and your dependents when there is an employment change effecting eligibility for employer health coverage
- benefits must be elected as of the first of the following month, if benefits are to be continued during the unpaid LOA
- COBRA offers you the right to continue medical, dental, vision, flexible spending (FSA) and life insurance plans
- it is your responsibility to make the necessary arrangements for COBRA payments with [TriNet](#)

REINSTATEMENT RIGHTS OF PFL — PFL does not provide you job protection or return rights. You may have your job projected under other leave programs, such as the FMLA/CFRA. For further assistance, contact [Human Resources](#).

WORKERS' COMPENSATION INSURANCE — You are covered by [Workers' Compensation Insurance](#) as instructed by California law. This insurance covers you for injury or illness on the job. If you are injured while working, the incident must be reported immediately to your supervisor, regardless of how minor the injury may be. It is important that you receive appropriate medical treatment. Workers' compensation benefits may include:

- medical care
- temporary disability benefits
- permanent disability benefits
- supplemental job displacement benefits.

ELIGIBILITY FOR WORKERS' COMPENSATION — Injured workers unable to return to work within three days are entitled to temporary disability benefits to replace partial wages lost as a result of the injury. The benefits are generally designed to replace two-thirds of your lost wages, up to a maximum weekly amount. If you are deemed eligible for workers' compensation benefits, the first three days will be paid. You may elect to use your available and accrued sick or vacation leave for the first three days but it is important to follow-up with the workers' compensation department at [TriNet Employer](#) group.

NOTIFICATION REGARDING WORK-RELATED INJURY — It your responsibility to report any work-related accident, injury or illness to your supervisor immediately and complete a [Request for Leave of Absence form](#), if necessary.

GROUP HEALTH PLANS

PAIRE offers a variety of employee benefit programs through TriNet Employer Group. Eligible employees will receive benefits information and may elect to be enrolled in the various group plans. The terms, conditions, and eligibility requirements for these benefits are set forth in the formal plans managed by TriNet Employer Group. Therefore, this Handbook does not change or otherwise interpret the terms of the official plan documents. Below is a general description of the benefits to which you may be entitled as an employee of PAIRE.

For a comprehensive resource on benefits matters please consult the TriNet Signature Benefits guidebook. The guidebook is available on TriNet’s secure portal, at [HR Passport](#), under “My Benefits.” PAIRE contributes a portion of the premium for employees’ benefits.

It is the intention of PAIRE to continue to offer group benefit plans but we reserve the right to amend or even discontinue all or some of them at any time, subject to government laws and regulations.

HEALTH BENEFIT ELIGIBILITY — You are eligible for our group benefit plans, including medical, dental, vision and life, if you are classified as a regular/full-time (30 hours or more per week) employee.

HEALTH BENEFIT ELECTION — As an eligible employee for group benefits, your coverage begins on your first day of employment. When choosing a medical plan, you must also choose a dental and vision plan. You have 30 days from the date of hire in which to select or waive health plan coverage per IRS Section 125.

HEALTH COVERAGE WAIVER — In order to waive group benefits you must provide information showing group medical coverage with another group plan. A taxable waiver allowance is provided.

HEALTH BENEFIT DEFAULT COVERAGE — You must actively select or waive group benefits within 30 days from your hire date; otherwise, group health benefit coverage will be defaulted into Health Net PPO Basic plan, group DeltaCare DMO plan, and group vision plan for self only, retroactive to your hire date. It will be your responsibility to pay any associated costs with the default enrollment. These costs will be made via payroll deductions.

HEALTH BENEFIT CHANGES — Generally, any changes to your group medical plan selections may be made during Open Enrollment each year. However, if you experience a Qualified Life Status Change (LSC) during the plan year, you may be eligible for a special enrollment

period providing you notify TriNet within 30 days of your life status event. Refer to TriNet's [Signature Benefits](#) guidebook for details.

MEDICAL

These group plans and health maintenance organization plans (HMOs) are available in most areas, depending on your area of residence. There are other options available if you live out of the greater San Francisco area. For detailed information on each plan, log on to [HR Passport](#), TriNet's secure portal.

Group dental and group vision plans are optional for dependents when enrolled in a TriNet group health plan. The group dental and vision plans are not available if you choose to waive medical coverage; you may only enroll in the optional dental and vision plans.

FINANCIAL SECURITY

GROUP TERM LIFE — As an eligible employee under group medical benefits, you are covered for \$10,000 of Life Insurance and an equal amount of Accidental Death and Dismemberment (AD&D) insurances. This group term life insurance is fully funded without employee contributions. Additional life insurance coverage is available for you to purchase. See optional insurance plans below.

PAIRE RETIREMENT PLAN (401K) – All Regular (not Temporary of less than 12 months) employees, including On Call employees, may begin deferring salary to the PAIRE 401(k) Plan from the first day of employment. The maximum amount an employee may defer is set by the IRS each year. Please refer to the PAIRE Retirement booklets or contact [Human Resources](#) for further information.

Note: the exception to the information below is as follows: an employee hired directly from Stanford University as a result of the Master Agreement with Stanford, is immediately eligible for pension and match, if electing to defer. (Exception: Postdoctoral Fellows transferring to PAIRE from a Stanford University position).

RETIREMENT CONTRIBUTION — When you reach one year of employment, PAIRE will automatically begin to contribute an amount equal to 5% of your compensation each pay period in your retirement account. This will begin with the first pay period in the month following your first year of PAIRE employment. If you terminate employment and then are re-hired, you must work a subsequent year before PAIRE's Matching and Retirement Contributions resume. Please refer to the PAIRE Retirement booklets or contact [Human Resources](#) for further information.

MATCHING CONTRIBUTION — In addition to the Retirement Contribution for which you qualify after one year of employment, beginning with the first pay period in the month following your first year of PAIRE employment, any salary deferrals you make to the 401(k)

plan will be matched 100% (up to 5% of compensation). Please refer to the PAIRE Retirement booklets or contact [Human Resources](#) for further information.

OPTIONAL PLANS AVAILABLE AT EMPLOYEE EXPENSE

The following optional benefits may be reviewed in detail in TriNet's [Signature Benefit booklet](#). To access the benefit booklet, logon to TriNet's secure portal, [hrpassport](#).

FLEXIBLE SPENDING ACCOUNT (FSA) — Healthcare and dependent daycare FSAs are designed to put money back in your pocket. This is a pre-tax way to pay for healthcare and dependent care expenses while cutting your tax bill. FSA plans help you pay for eligible out-of-pocket expenses that your insurance plans don't cover. You determine what your expenses for the year might be and then you set aside a portion of each paycheck into a special FSA account. You can contribute from \$200 to \$5,000 for the plan year. The plan year is from July 1 to June 30. When the eligible expenses come up, you pay them and then submit the documentation to [TriNet](#) for reimbursement.

HOW FSAS WORK — The IRS allows certain expenses to be reimbursed through the FSA accounts. However, you cannot request reimbursement for an expense that occurred before you joined the plan. Similarly, if you stop participation before the plan year ends, you cannot request reimbursement for an expense that occurs after you leave the plan, unless you have elected to continue your Health Care spending account through COBRA. You may enroll in FSA when you elect your benefits. Each pay period, a portion of your annual election is withheld from your paycheck, on a pre-tax basis, and put into your FSA. You file a claim for reimbursement with TriNet as follows:

- FSA and Dependent Day Care — you will be reimbursed up to the amount of the expense, but not more than the total amount in your account, minus any amount you were already reimbursed
- FSA and Healthcare — you will be reimbursed up to the amount you committed to contribute for that year, minus any amount you were already reimbursed

Any amount left in your FSA at the end of the TriNet plan year (June 30) and not claimed within the timeframe established by IRS will be forfeited. You have 90 days from the date your employment relationship ends with TriNet or 90 days from the end of the plan year (June 30) to submit claims for reimbursement.

OPTIONAL DENTAL PLAN — An employee paid dental plan is available for employees who waive medical coverage, or for their dependents. Note that there are restrictions on this plan that differ from the regular Group Dental plan.

OPTIONAL VISION SERVICE PLAN — An employee paid vision plan is available for employees who waive medical coverage, or for their dependents.

OPTIONAL TERM LIFE INSURANCE — Additional life insurance coverage in increments of \$10,000 up to a combined maximum (employer sponsored group term life + optional term life) of \$1,000,000 is available for eligible employees. Lesser amounts of life insurance for spouse, domestic partner or dependent children may be purchased.

OPTIONAL ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE — Coverage is available in increments of \$10,000 to a maximum of \$500,000.

OPTIONAL LONG-TERM DISABILITY INSURANCE — This plan could provide up to 60% of monthly salary after a 90-day waiting period. A statement of health is not required if you enroll within the first 30 days of eligibility.

VOLUNTARY BENEFITS

There are many other voluntary benefits available to you. These voluntary benefits are provided through a variety of organizations. To review these benefits in detail, login to TriNet's website and access TriNet's [Signature Benefit booklet](#).

SUPPLEMENTAL INSURANCE — AFLAC provides supplemental insurance to cover out-of-pocket medical expenses, non-medical costs, and loss of income. Most AFLAC products are offered on a pre-tax basis. This is not intended to replace your TriNet benefit plans. You may enroll in AFLAC plans during your 30-day window as a new hire, during Open Enrollment, or upon becoming eligible due to a Life Status Change.

VOLUNTARY INSURANCE PLANS — MetLife is our current provider for all your Life and Disability plans. This voluntary program offers the following products and services:

- Group Long-Term Care Insurance
- Group Legal Services Plan
- Auto and Home Insurance
- Banking Services
- Veterinary Pet Insurance

To learn more about these plans visit [MetLife](#). You must enroll directly with MetLife for these plans. You can enroll in any of these plans at any time throughout the year except for the Group Legal Services Plan. For the Group Legal Services Plan, you must either enroll within the first 30 days of becoming eligible for benefits or wait until Open Enrollment.

PRE-TAX COMMUTER BENEFITS — This is an optional program that can save you up to 40% on vanpools, public transit, and parking costs. Passes can be delivered right to your home, or you can simply submit monthly receipts for reimbursement. You may enroll for as many months as needed. Visit the [WageWorks](#) web site to learn about paycheck deductions and to set up your account.

ADDITIONAL BENEFITS FOR ALL — The following additional benefits are available to all employees. To review the specifics or to enroll in these options, log on to TriNet's website and access TriNet's [Signature Benefit booklet](#).

CREDIT UNION MEMBERSHIP — You and your family are eligible for membership in Corporate America Family Credit Union. This membership offers a variety of services. You can enroll at their [website](#).

WORK/LIFE SOLUTIONS — All employees are eligible for this benefit. Work/Life Solutions is administered by <http://www.feinet.com> or you may call 800.987.4368. This is a completely confidential counseling and referral service for topics that affect, or may affect, your personal life or job performance. All communications are confidential, except as required by law. Work/Life can help in many areas, including:

- alcohol and drug abuse
- child and elder care resources
- emotional, personal, and stress-related concerns
- financial and credit consultation
- legal consultation
- marriage, family, and relationship problems

Up to 3 sessions are covered through your employment with PAIRE and are provided at no charge to you. If you need further assistance through this program, you may continue though you may be required to pay co-payments or other reimbursement. It is helpful to check with your medical plan first so that more sessions, if needed, may be covered by your insurance. This plan is available for your use on a year round basis.

THEME PARKS, HOTELS AND OTHER DISCOUNTS — Visit TriNet online to enjoy a variety of special savings and discounts available to you through the Employee Discount Club. You can browse on line by clicking on the various links provided. You will be able to place an order online, or you may choose to download an order form for faxing.

SEPARATION OF EMPLOYMENT

EMPLOYEE SEPARATION — Every employee has employment-at-will status, meaning that no one has a contractual right, express or implied, to remain in PAIRE's employment. PAIRE may terminate your employment, or you may terminate your employment, without cause, and with or without notice, at any time for any reason. No supervisor or other representative of the organization, except the Executive Director, has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to these terms.

Any absence from work for 3 consecutive days without notifying your supervisor will be considered job abandonment. You will be considered to have voluntarily terminated employment. Any owed wages and vacation pay due will be sent to your home address.

Anyone whose conduct, actions, or performance violates or conflicts with institutional policies may be terminated immediately and without warning. The continuation of medical benefits as stipulated by the [Consolidated Omnibus Reconciliation Act \(COBRA\)](#) may not be available to anyone dismissed for gross misconduct.

VOLUNTARY SEPARATION — When you decide to resign it is helpful, but not required, to notify your immediate supervisor and [Human Resources](#). Although no notice is required, it is expected that some notice is given if possible and practical. California law requires that you receive your final check, including any owed vacation pay, on your last day of work. The only exception is if you do not give 72 hours' notice of resignation. Notify [Human Resources](#) regarding your resignation information prior to your last day of work.

INVOLUNTARY SEPARATION — You may be terminated by PAIRE due to reorganization, a reduction in support funds, or the elimination or redistribution of work duties. California law requires that an employee receive all wages owed, including vacation pay, on the last day of work in the case of an involuntary separation.

SEPARATION PROCEDURES — You must check out with [Human Resources](#) on your last day of employment. You will receive your final paycheck on the last day of work, unless there are extenuating circumstances. In addition to your final paycheck, which includes all wages owed and vacation pay, depending on your employment status, you may receive:

- Option Booklet(s) for Distribution of 401(k)
- Employment Development Department booklet and Lay Off Notice from TriNet Employer Group, if applicable
- PAIRE's Benefits Upon Separation of Employment information sheet

It your responsibility to turn in the following items to the designated department(s):

Item to Return

Place of Return

Key(s)

Engineering Svc,
Bldg. 6, 3rd floor

Metal Keys

Card Keys

Research Admin., Bldg, 101, Rm.

Badge

VA HR, Bldg. 6, 3rd Floor

Lab coats

Laundry

Any other property of PAIRE/VA

Return to your supervisor

BENEFITS UPON SEPARATION

MEDICAL INSURANCE — Upon separation from employment, you will be informed of your rights to purchase continued benefits coverage through the [Consolidated Omnibus Reconciliation Act \(COBRA\)](#). However, if you were terminated for gross misconduct, you will not be eligible to purchase continued medical coverage. Your medical benefits will continue until the end of the month of your termination. At that time TriNet Employer Group will send you COBRA information. If you elect to continue your benefits through COBRA, your coverage begins on the first day of the month following termination. You have 60 days from the date of COBRA notice to elect continuation of medical, dental and/or vision coverage. All payments for COBRA coverage are sent by you to TriNet.

RETIREMENT PLAN — Participants in the PAIRE Retirement fund will receive the [Distribution Options for Retirement Plan booklet](#) when terminating employment. The booklet outlines your choices to rollover the funds to a traditional individual retirement account; rollover to another qualified plan; rollover to a tax-sheltered 403(b) annuity or a governmental 457; maintain your fund in the plan; receive a lump sum payment or select an annuity option.

Due to your separation of employment, you will no longer participate in our 401(k) plan. If you currently maintain assets in the plan, please note that the following options are available to you:

If, upon termination of your employment at PAIRE:

- Your vested 401k account balance is greater than \$5,000, you may leave your funds in the plan but you will be charged the quarterly maintenance fee by Standard.

If, upon termination of your employment at PAIRE:

- your vested 401k account balance is greater than \$1,000, but no greater than \$5,000; and you do not provide directions to PAIRE regarding how you want to distribute your retirement plan balance,
- PAIRE will roll your retirement plan account balance over to an Individual Retirement Account (IRA) designated by PAIRE, as required by Federal law. The rollover will be invested in an IRA selected by PAIRE and will be established in your name. The IRA provider will invest your funds in a type of investment designed to preserve your principal and provide a reasonable rate of return consistent with liquidity. Your account will be charged for any expenses related to the establishment and maintenance of the IRA and with the IRA investments. You may transfer the IRA funds to any other IRA you chose.

You may login to Standard's site, <https://connection.standard.com/> to request on-line distribution of your funds or use the form at the back of the booklet which will be provided to you on your last day of work.

FINAL PAYCHECK — California law requires the final paycheck to be a live check; direct deposit is not allowed. Arrangements for delivery of the final check must be made through [Human Resources](#) prior to the last day of work. Your final check includes all wages owed

through the last day of work and any accrued but unused vacation pay. Retirement contributions and health insurance costs, if applicable, are deducted from the final paycheck.

UNEMPLOYMENT INSURANCE — Depending on the circumstances regarding your separation of employment from PAIRE, you may qualify for [Unemployment Insurance \(UI\)](#). If your termination was involuntary, i.e., you were laid off due to lack of funds, an Employment Development Department (EDD) booklet and a Notice of Involuntary Termination are provided to you along with your final check. For information regarding filing a claim: apply online for unemployment benefits at www.edd.ca.gov/unemployment or contact TriNet’s Solution Center: 1.800.638.0461.

THE CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1985 (COBRA: FEDERAL)

This [Act](#) provides for continuation of health coverage protection to you, and your dependents, when there is an employment change affecting eligibility for employer health coverage. This Act also extends continuation coverage to enrolled adult dependent relatives, same-sex domestic partners and your children or grandchildren.

Note: For overview of COBRA if laid off see: <http://www.dol.gov/ebsa/cobra.html>

COBRA ELIGIBILITY — COBRA coverage begins on the first day of the month following the qualifying event. You have 60 days from the date of COBRA notice to elect continuation of medical, dental and/or vision coverage. Qualifying events are listed below:

- Conversion to part-time status, i.e., work less than 30 hours per week
- Terminated employee — unless terminated for “gross misconduct,” former employees who had health coverage prior to termination are eligible to apply for COBRA benefits

For further information on COBRA, you can review the [FAQ’s of COBRA](#) presented by the Department of Labor.

COBRA PAYMENTS — All COBRA payments are made directly to [TriNet Employer Group](#). In addition to an administration fee, you are responsible for paying the health insurance premium for each month’s coverage.

CAL-COBRA

CAL — COBRA — If you have exhausted all your federal COBRA and you had less than 36 months of federal COBRA coverage, [California law](#) provides the opportunity to continue coverage for up to a total of 36 months through a combination of federal COBRA and Cal-COBRA.

CAL-COBRA ELIGIBILITY — When you extend your federal COBRA coverage under Cal-COBRA, you have the opportunity to receive the same benefits in the same health plan as under federal COBRA. However, if you have non-medical coverage under federal COBRA

(dental or vision care) from a specialized health plan, you cannot continue this under Cal-COBRA.

CAL-COBRA PAYMENTS — Your premiums under Cal-COBRA will be more than those under federal COBRA. Just like the premium for federal COBRA, you will have to pay the entire premium yourself. You will receive an “Evidence of Coverage” booklet that explains benefits and costs.

BENEFITS UNDER CAL-COBRA — Cal-COBRA offers an open enrollment period. If different plans are offered to active employees, you, as a Cal-COBRA enrollee, are allowed to transfer into the new group along with active covered employees. No restrictions based on pre-existing conditions are allowed. If the group plan offers special coverage, such as dental or vision coverage, that is provided to the Cal-COBRA enrollee as well, unless continuing from federal COBRA as indicated above.

Cal-COBRA will end as soon as one of the following happens:

- the time period stated in the law passes (no more than 36 months)
- premiums are not paid when due
- you move outside the health plan's service area
- health coverage is no longer offered to employees
- you become entitled to Medicare
- you enroll in another group policy

For the actual effective last day of coverage, please check your Evidence of Coverage booklet.



EMPLOYEE ACKNOWLEDGEMENT FORM

I acknowledge that I have received a copy of the Palo Alto Institute for Research and Education (PAIRE) Employee Handbook. I understand that the Employee Handbook contains important information about the organization’s personnel policies and my benefits and obligations as an employee; additionally, I understand that I am required to have an approved Without Compensation Appointment with the VA Palo Health Care System. I understand and agree that as a condition of my employment, I am required to read and comply with the policies and procedures as set forth in the Employee Handbook. I agree to read it thoroughly, including the statements in the Introduction describing the purpose and effect of the Handbook. I further understand and agree that PAIRE may change, rescind, or modify this Employee Handbook, at their sole discretion, at any time, with or without prior notice. I agree that if there is any policy or provision in the Employee Handbook that I do not understand, I will seek clarification from Human Resources.

I understand and agree that PAIRE is an at-will employer and as such, employment with the organization is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice. No supervisor or other representative of this organization except the Executive Director (or other designee) has the authority to enter into any agreement for employment for any specified period, or to make any agreement contrary to the above.

I recognize that TriNet Human Resources Corporation is my employer of record for payroll and benefits. As a condition of my employment, I understand that I am required to logon to TriNet’s website, www.trinet.com, review and agree to the conditions set forth in the End User License Agreement (EULA) and to familiarize myself with TriNet’s employee handbook on the TriNet site, hrpassport.

In addition, I understand that this Handbook states the policies and practices in effect on the date of publication. I recognize that nothing contained in the Handbook may be construed as creating a promise of future benefits or a binding contract with the organization for benefits or for any other purpose. I also understand that these policies and procedures are continually evaluated and may be amended, modified or terminated at any time. I understand that it is my responsibility to check the [PAIRE website](#) for the current version of the PAIRE Employee Handbook.

EMPLOYEE PRINTED NAME: _____

EMPLOYEE SIGNATURE: _____

DATE: _____

HR SIGNATURE: _____