



East Bay United
Soccer Club

WELCOME!

Welcome to the East Bay United Soccer Club! We are glad you have joined us, and we look forward to learning and growing with you, and making a bigger impact in our community because you are here.

East Bay United Soccer Club is one of the premier soccer clubs in Northern California that represents a thriving and diverse soccer community. East Bay United Soccer Club exists to develop youth players and coaches to reach their full potential as leaders on and off the field. Our club is dedicated to offering high-quality developmental soccer experiences for all players, regardless of their soccer level, or social or financial background.

We want our employees to have a passion for our mission, to support our players and families, and to demonstrate a commitment to the Club's success. To accomplish this, we seek employees with the soccer and leadership skills to lead their communities and to reach their full potential as players. We expect employees to be self-disciplined and responsible. We encourage and expect East Bay United Soccer coaches and staff to communicate openly and participate fully. We ask that you contribute consistently and share your talents generously.

Continuing the vision of our founders, East Bay United Soccer Club aims to be the model for soccer-based youth development by providing our diverse group of players and coaches with the soccer and leadership skills to lead their communities and to reach their full potential as collegiate, professional and national team players. We're glad you have chosen to join us for the journey.

Briana O'Dowd
General Manager

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This Handbook is intended to outline the key policies of EBU Soccer Club. The information contained in this guide is for general reference only and is not a contract of employment. Federal, state or local laws may necessitate the addition of policies and/or amendment of the Handbook. The policies, procedures and benefits described may be changed or amended at any time.

PURPOSE & SCOPE OF EMPLOYEE HANDBOOK

EBU Soccer Club (hereinafter referred to as the “Club”) provides this Employee Handbook (the “Handbook”) to outline basic Club policies, practices and procedures. The policies have been written to apply on a Club-wide basis and will supersede and replace all prior published and unpublished policies and procedures of the Club on the same subjects.

The Handbook outlines the Club’s mission. It also contains general statements of Club policy and provides general guidelines for procedures, conduct and performance. Since no set of policies can anticipate every possible circumstance or situation that may arise in the workplace, any interpretation or application of a policy, or any decision to deviate from a policy, will be made at the sole discretion and judgment of management.

This Handbook does not represent an express or implied contract, promise or agreement of employment. Neither the Handbook nor any policy contained herein can alter the employment-at-will relationship in any way. This means that both the employee and the Club retain the right to terminate the employment relationship at any time and for any reason.

In addition, no one other than the Board of Directors may alter or modify any of the policies in this Handbook, including the At-Will Employment Policy. Any oral representations to the contrary of a policy statement or contrary to the at-will employment status are not binding on the part of the Club, its owners, officers, directors or managers.

The General Manager or his/her designee will be responsible for maintenance and distribution of this Handbook. Each employee will be responsible for signing and returning to management an acknowledgement stating that he/she has read the Club policies and procedures contained in this Handbook and agrees to abide by them. Employees will also be responsible for periodically reviewing the Handbook and re-signing it as a condition of continued employment.

Should an employee have a question concerning a policy contained in the Handbook, he/she is encouraged to consult his/her supervisor or a member of the management team.

The Club reserves the right to modify, add or rescind policies in the Handbook at any time, at its sole discretion, with or without prior notice.

I. EMPLOYMENT

At-Will Employment

Your employment with the Club is at-will. This means that regardless of any provision in this Employee Handbook, either you or the Club may terminate the employment relationship at any time, for any reason, with or without cause or notice. Nothing in this Employee Handbook or in any document or statement, written or oral, shall limit the right to terminate employment at-will. No officer, employee or representative of the Club is authorized to enter into an agreement—express or implied—with any employee for employment for a specified period of time or contrary to this at-will provision unless such an agreement is in a written contract signed by signed by the employee, the President of the Board of Directors, and senior management (either the Executive Director, Director of Coaching/Technical Director, or General Manager/Director of Operations). This Handbook does not create a contract of employment or an implied contract of employment.

Equal Employment Opportunity

EBU Soccer Club is committed to providing equal employment opportunity for all persons regardless of sex, pregnancy, childbirth, breastfeeding or related medical conditions, gender (including gender identity and gender expression), race, religion (including religious dress and grooming practices), color, national origin (including language use restrictions and possession of a driver's license), ancestry, physical disability, mental disability, medical condition, genetic information, marital status, registered domestic partner status, age, sexual orientation, military or veteran status or any other basis protected by federal, state or local law or ordinance or regulation. We value all employees' talents and support an environment that is inclusive and respectful.

Disability Accommodation

The Club is committed to providing equal employment opportunities to qualified individuals with disabilities. This may include providing reasonable accommodation where required by law in order for an otherwise qualified individual to perform the essential functions of the job. It is your responsibility to notify the General Manager of the need for accommodation. Upon doing so, the General Manager may ask you for your input or the type of accommodation you believe may be necessary or the functional limitations caused by your disability. Also, when appropriate, we may need your permission to obtain additional information from your physician or other medical or rehabilitation professionals. The Club will not seek genetic information in connection with requests for accommodation. All medical information received by the Club in connection with a request for accommodation will be treated as confidential.

At no time will the Club discriminate, harass, or retaliate in any way against you for making your accommodation request. You should promptly report any type of harassment or discrimination, whether real or perceived, to your supervisor, the General Manager or the NFP HR Service Center (HRSSC@NFP.com, 84-HRHELPS-1).

Introductory Period

All new employees are considered to be in an introductory period for at least the first 90 days of their employment. This “trial” period is actually an extension of the selection process and is designed to provide the new employee with the opportunity to demonstrate suitability for the job.

Completion of the introductory period is not to be construed as a guarantee of continued employment. All employees of the Club are employed “at will”, which means that both the employee and the Club can terminate the employment relationship at any time, with or without notice.

Personal Information

The Club maintains certain personal, pay-related and job-related information for all employees. Most employee records are maintained in hard copy and/or electronic files or as otherwise required by law. Maintaining up-to-date personal information is important to us, so please be sure to notify us of any pertinent changes to your name, address, telephone number, income tax exemptions, marital status, number of dependents, scholastic achievements, emergency contact, etc.

With the exception of verifying dates of employment and job title, the General Manager will not release information in response to external third-party requests (new employer, mortgage Club, bank, etc.) without written authorization from the employee, or as required by law.

Personnel Files

An employee may review or obtain a copy of his or her personnel file at any time during his/her employment, but must submit a request in writing to the General Manager. If an employee is interested in reviewing his/her file, the employee should contact the General Manager to schedule an appointment. The employee may be charged the actual cost of copying if a copy is requested. Original personnel files may not be removed from the Club’s premises.

Employee Classifications

The Club assigns employees to a classification, which can change during employment based on the employee’s job. Some provisions in this Employee Handbook only apply to certain employee classifications, as specifically indicated in that provision. If a provision does not state to which classification it applies, it applies to all employee classifications. In addition to the classifications below, EBU Soccer Club may also use the service of temporary or contract workers who may or may not be employed by EBU Soccer Club.

Regular Full Time

Regular full-time employees are those who are regularly scheduled for and do work 30 or more hours per week. Following the completion of the waiting period, regular full-time employees are eligible for most employee member benefits described in this handbook.

Regular Part Time

Regular part-time employees are those who are regularly scheduled for and do work fewer than 30 hours per week.

In addition to being covered by one of the above classifications, all employees are classified as either exempt or non-exempt, as follows:

Exempt

Federal and state laws exempt certain employees from certain wage and hour requirements. Being classified as “exempt” means an employee is not eligible for overtime compensation for hours worked over 8 in a day or 40 in a week. Exempt employees are paid a fixed, predetermined salary and may be required to work over 40 hours a week, without additional compensation, in order to accomplish their job properly and timely.

Non-Exempt

A non-exempt employee is one who is paid by the hour based on the type of job and responsibilities. Non-exempt employees are subject to overtime, minimum wage, record keeping, uniforms and equipment, meal periods, and rest period requirements.

Rest Breaks

Non-exempt employees will be provided with a 10-minute paid rest break when they work between 3½ and 6 hours, another 10-minute paid rest break when they work between 6 and 10 hours, and a third 10-minute paid rest break when they work between 10 and 14 hours. The Club encourages all non-exempt employees to take their rest breaks, and rest breaks should be taken near the middle of the work period to the extent practicable. Employees are off-duty during rest breaks and should not, and are not expected to, work. If you feel you are not being given an opportunity to take rest periods, please contact the General Manager.

Meal Periods

Non-exempt employees who work more than five hours in a day are provided with an unpaid, 30-minute, uninterrupted meal period, to be taken no later than the end of the employee’s fifth hour of work. Non-exempt employees who work more than 10 hours a day will be provided with a second, unpaid, 30-minute uninterrupted meal period starting no later than the end of the tenth hour of work. During meal periods, the Club will relieve employees of all duties and will not exercise control over employees’ activities. No employee should have a “working” lunch.

Meal breaks may only be waived by voluntary and mutual agreement of the employer and non-exempt employee under the following limited circumstances: A meal break may be waived if the non-exempt employee works no more than 6 hours in a day. Non-exempt employees working more than 6 hours in a day are prohibited from waiving their meal period. The second meal period may be waived only in circumstances where a non-exempt employee works more than 10 hours but not more than 12 hours in a day, and the non-exempt employee took his or her first meal break.

As a matter of Club policy, the Club does not discourage employees from taking, or otherwise impede their ability to take, their meal period(s) as specified above. If you feel that you have been discouraged or impeded from taking at least a 30-minute meal break, it is your obligation to notify the General Manager immediately.

Lactation Accommodation

EBU Soccer Club accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the employee shall be unpaid. EBU Soccer Club will provide employees who need a lactation accommodation with the use of a room or other private location that is not a restroom.

Employees who desire lactation accommodations should contact their supervisor or the General Manager/Owner. Discrimination on the basis of sex includes discrimination based on breastfeeding and related medical conditions, and is unlawful.

Work Schedules

Our normal work week is seven days per week, primarily nights and weekends. Work schedules are established based on job functions and responsibilities, availability of field resources, and the schedules of coaches and their team's families. Coaches must be familiar with and comply with Club protocols and procedures for scheduling games, practices, and tournaments, and must ensure that their team(s)' managers are also familiar with and follow these procedures. The Club will make every effort to accommodate the schedules of coaches, but reserves the right to cancel, schedule or re-schedule any game or practice without notice for any reason, including but not limited to weather, safety, field maintenance, scheduling conflicts, game priority or any other reason. Tournaments may require weekend hours, depending on location, number of teams being coached and results of games.

Overtime

There will be times when employees will need to work overtime so that the Club may meet the needs of our players and families. Although employees will be given advance notice when feasible, this is not always possible.

Non-exempt employees are not permitted to work overtime without the prior approval of their Age Group Director. This includes, for example, additional team training sessions. Non-exempt employees who work overtime without authorization, or who fail to report overtime worked, will be subject to corrective action, up to and including termination of employment. Non-exempt employees who work overtime must properly report all overtime worked on their timesheets. Non-exempt employees may not take time off in another week or accrue "comp time" in lieu of overtime payment. Exempt employees are not eligible for overtime and are paid a salary for all hours worked in a week.

Non-exempt employees will be paid at a rate of one and one-half (1 ½) times their regular hourly rate for:

- all hours worked in excess of eight (8) hours up to and including 12 hours in any workday;
- all hours worked in excess of forty (40) hours in a week not compensated as daily overtime; and
- for the first eight (8) hours of work on a seventh (7th) day of work in a single workweek; and at a rate of double their regular hourly rate for: (a) all hours worked in excess of twelve (12) hours in a day; and (b) hours worked in excess of eight (8) hours on a seventh (7th) day of work in a single workweek.

Except in unusual circumstances, employees are expected to work overtime hours when requested. In unusual circumstances, employees may be called at home and requested to report to work at a time other than regularly scheduled hours.

Travel Time

Time spent commuting between an employee's home and place of work (such as a practice field, or a local game location within a 50-mile radius of a coach's home) is not considered working time and is not eligible for compensation. Commuting time should not be reported on an employee's timesheet or in the Paychex Time mobile app.

The Club compensates non-exempt employees for travel time, which includes travel time for work-related purposes beyond a 50-mile radius of the coach's home. For example, if an employee travels to a tournament in Sacramento, the employee should note the time when the mileage reaches 50 miles from the coach's home. This would be the start time of their work day or shift, and travel time would be paid from that time until the employee reaches the destination. When returning, the end time would be at the same geographic point.

If a non-exempt employee is required to travel out of town for work-related purposes, the time spent traveling to and from the out-of-town location, including all time spent as a passenger on an airplane, train, bus, taxicab or car, is considered work time; however, any time the employee spends engaged in personal activities (such as meal time, sleeping, sightseeing or watching television) will not count as work time.

Attendance & Punctuality

When an employee is late or absent from work, the quality of the Club's services is negatively impacted, as are co-workers. Consequently, each employee must maintain a reliable schedule. If it is necessary to alter a work schedule or to be absent from or late for work, the employee must notify his/her supervisor as soon as possible. It is the employee's responsibility to ensure time off requests have been properly delivered and acknowledged by a Club representative.

If an employee is absent for more than three (3) consecutive shifts, the Club may require proper written documentation within 24 hours of the employee's return to work. Excessive absenteeism and/or late arrivals may result in disciplinary action, up to and including termination of employment. If an employee is absent for more than three (3) consecutive shifts without notifying the Club, the Club will consider the employee to have abandoned the job and to have voluntarily terminated his/her employment.

Reporting of Hours

All employees must record time worked utilizing the Paychex Time mobile app or online at www.myapp.Paychex.com. This enables the Club to accurately track hours for pay, attendance and paid time off. **Time must be entered on a daily basis.** Employees who do not have access to the Paychex Time mobile app (or the online version) should notify the General Manager and will be required to complete an alternate timesheet and submit it to the General Manager at the end of each pay period.

Accurately recording all of your time is required in order to be sure that you are paid for all hours worked. You are expected to follow the established procedures in keeping an accurate record of your hours worked. Time must be recorded as follows:

- At the start of each shift.
- At the beginning of each your meal period.
- When resuming work, after your meal period.
- At the end of each shift.
- At the beginning and end of any other time away from work.

Standard Hours Guidelines

EBU has budgeted standard hours for coaches, including standard hours for practices, games, tournaments, and administrative duties. Coaches must make all reasonable efforts to keep their hours worked within the budgeted standard hours for each task or duty. Please note, however, that there will be occasional circumstances when a coach's actual hours will deviate from the budgeted standard hours, although these situations should be infrequent. **Coaches are required to record actual hours worked even where such hours are in excess of the budgeted standard hours or when the hours are lower than the budgeted standard hours.**

Pay Procedures

Our work week begins on Sunday at 12:01 AM and ends on Saturday at 12:00 PM. Employees will be paid on the 15th and the last day of the month. When a payday falls on a scheduled holiday, employees will be paid on the workday preceding the holiday.

Please review your paycheck for errors. If you find a mistake, report it to the Club Administrator, clubadmin@eastbayunitedsoccer.org, immediately. The Club Administrator will take the steps necessary to correct the error.

Employees have the option of receiving their pay in a payroll check or having pay deposited into the employee's bank account through the Club's direct deposit program. The Club Administrator can provide details.

The law requires the Club to make certain deductions from each employee's gross pay, such as for federal income tax, Social Security tax (FICA), state income tax, state disability insurance (SDI). The amounts

deducted for these taxes are determined by rates established by the government. The amounts will vary according to each employee's earnings and the number of exemptions claimed.

The Club does not provide payroll advances for wages not yet earned, nor does the Club extend credit to any employee.

Communications

Effective communications are essential to making the Club a successful organization and a great place to work. We expect all employees to keep each other informed, take the time to listen, and give prompt and fair consideration to the suggestions, complaints, or problems of others.

If an employee experiences a problem, disagreement, or conflict with a co-worker, both parties are encouraged to work out the matter directly with one another, using the following guidelines.

- Wait until a time when both parties have "cooled off" before approaching one another. Taking up a conflict when either party is angry usually doesn't produce good results.
- Treat one another with respect and courtesy.
- Allow each person to state his/her position, perspective and ideas, without interruption.
- Listen respectfully to and consider carefully the other person's point of view.
- Explore possible solutions, taking both parties into account. Include the possibility of compromise.
- Make an agreement with one another on how to proceed.
- Follow up to see how the solution is working.

If, after using these guidelines, the employees are unable to resolve a conflict, then one or both of the employee(s) should bring the matter to the attention of his/her Coaching Director or the General Manager. At this point, both employees should be prepared to explain:

- What steps or actions have been taken in an attempt to resolve the conflict; and
- Consider alternatives and/or decide on a solution.

Problem-Solving

If an employee has a concern or question relating to a workplace issue, a management decision, or a Club policy, procedure, method or process, then the employee is encouraged to use the following procedures:

1. Discuss it openly—along with any suggestions—with his/her supervisor (age-group director, General Manager, or Director of Coaching).
2. If the employee has brought an issue to the attention of his/her supervisor but does not feel that an appropriate resolution has been reached, **OR** if the employee is uncomfortable discussing the matter with his/her supervisor, **THEN** the employee is encouraged to discuss it openly with the General Manager or Director of Coaching.

3. If the employee has brought an issue to the attention of a manager or supervisor, but still does not feel that an appropriate resolution has been reached, **THEN** the employee is encouraged to discuss it openly with the President of the Board of Directors.

Please note that while the procedures outlined in this policy should be used to address most workplace problems between employees, *it is not intended to address situations in which illegal activity is suspected, or where there may be abuse or imminent harm to players, other persons or property. If an employee suspects any of these activities, he/she should immediately report the matter to any member of the management team.*

Likewise, *this policy is not intended to address illegal workplace discrimination and harassment. If an employee witnesses unlawful discrimination, harassment or retaliation of any kind, or if an employee feels that he/she has been or is being subjected to unlawful discrimination, harassment or retaliation, he/she should immediately report the matter to the General Manager or NFP HR Service Center (HRSSC@NFP.com, 84-HRHELPS-1).* Please see the *Policy Against Unlawful Harassment, Discrimination & Retaliation* in the Handbook for more information.

II. BENEFITS

The information provided in the following section is a general overview of the benefits provided by the Club and is designed to acquaint you with these programs.

Holidays

The Club observes four (4) holidays each year (see below). Regular, full-time employees receive regular pay at their regular rate as holiday pay. If a regular full-time employee works a holiday, they will be paid for hours worked plus holiday pay. If a part-time employee works a holiday, they will be paid only regular pay for hours worked. However, employees are discouraged from scheduling training or games on holidays and must obtain pre-approval from the Director of Coaching.

Club-Observed Holidays:

- New Year's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

Vacation

Regular full-time employees are eligible for Vacation as indicated in the employee's offer letter. Eligible employees will be advised of their vacation accrual schedule and accrual cap.

Paid Sick Leave

All employees are eligible to accrue paid sick leave. Sick leave begins to accrue at the commencement of employment. Employees may use accrued sick leave after the 90th day of employment. An employee's accrued sick leave balance will be reported on the employee's pay statement.

Accrual of Paid Sick Leave

Employees accrue one hour of paid sick leave for every 30 hours worked, up to a maximum accrual of 72 hours. Unused paid sick leave carries over from year to year and does not expire. However, when the employee's balance reaches the maximum accrual of 72 hours, no further paid sick leave will accrue until the employee uses some of the accumulated leave and the balance falls below the 72-hour cap. Paid sick leave accrues in hour-unit increments, not fractions of an hour.

For non-exempt employees, paid sick leave accrues on all hours worked, including overtime. For exempt employees, paid sick leave accrues based on a 40-hour workweek unless the employee's workweek is less than 40 hours, in which case paid sick leave accrues based on the employee's regular workweek. Paid sick leave does not accrue when an employee is not working, such as when an employee is out on vacation, out sick or on an unpaid leave of absence.

Accrued and unused sick leave will not be paid out at time of termination. However, former employees who are rehired within one year regain their previously unused, accrued sick leave bank.

When Paid Sick Leave Can Be Used

Sick leave may be used for any of the reasons provided under the applicable paid sick leave law(s). In particular, sick leave may be used for an employee's own illness or injury or for the purposes of receiving medical care, treatment or diagnosis or preventative care, or if the employee is a victim of domestic violence, sexual assault or stalking and needs to take time off for medical or other reasons related to the employee's health, safety and welfare and/or that of the employee's children.

Employees may also may use sick leave to provide care or assistance to a family member, when the family member is ill, injured or receiving medical care, treatment or diagnosis or preventative care. For purposes of this policy, family member includes the employee's child, parent, legal guardian or ward, sibling, grandparent, grandchild, spouse, registered domestic partner and child of a registered domestic partner. These relationships include not only biological relationships but also relationships resulting from adoption, step-relationships and foster care relationships.

If an employee has no spouse or registered domestic partner, the employee may designate one person for whom she or he may use paid sick leave to provide aid or care. This designation must be on file with the Club before the employee may use paid sick leave for this purpose. Forms for designation may be obtained from the Club Administrator. The employee's designation may change once per year.

Paid sick leave may be used in increments of one hour. If the need to use paid sick leave is foreseeable, the employee must provide the Club with reasonable advance notification. If the need to use paid sick leave is not foreseeable, the employee must provide notice as soon as practicable. Failure to notify the

Club in a timely fashion may result in the day being considered an unexcused absence and may result in disciplinary action up to and including termination. Please note that employees are not required to find a replacement to cover their time off as a condition of using paid sick leave.

An employee may only receive sick pay for days when they are scheduled to work. Paid sick leave may not be used during holidays, vacations, or for hours of work outside an employee's regular schedule. If there is reason to believe that sick leave has been misused, paid sick leave may not be awarded.

No employee may be retaliated against for using sick leave as provided for in this policy, or for exercising any of the rights provided by applicable law regarding paid sick leave. East Bay United complies with all applicable paid leave laws.

State Disability Insurance

Employees are covered by California State Disability Insurance (SDI) which is funded through payroll deductions and administered by the California Employment Development Department (EDD). SDI may be payable if an employee cannot work because of illness or injury not caused by employment at the Club. Visit <http://www.edd.ca.gov/Disability/>.

Paid Family Leave

Employees may be eligible for Paid Family Leave (PFL) wage replacement benefits, which are funded through payroll deductions and coordinated through the California EDD. The PFL program does not provide employees with a right to a leave of absence; it is a state-mandated wage replacement benefit. Visit <http://www.edd.ca.gov/Disability/> for more information.

Workers' Compensation

EBU Soccer Club provides Workers' Compensation for employees who sustain a work-related injury or illness. We are committed to timely, quality medical and administrative management of all Workers' Compensation cases so that employees may return to work and full compensation as soon as possible.

An employee who experiences a work-related accident or illness is required to notify his/her supervisor or department director within 24 hours. Failure to follow this guideline could result in the reduction or denial of benefits. Supervisors and department directors are responsible for submitting properly completed incident report forms for all work-related illnesses and injuries and for following up on the incident to determine if there are any contributing factors and if changes can be made to prevent similar incidents from occurring in the future.

III. Leaves of Absence

The information provided in the following section is a general overview of the time off benefits provided by the Club and is designed to acquaint you with these programs. EBU Soccer Club complies with all other federal, state and locally required leaves of absence. Contact the General Manager or NFP HR Service Center with questions.

The Club reserves the right to modify, suspend, or terminate the time off benefits described at any time, with or without notice, where permitted by law. Unless specifically noted, leaves of absence are unpaid. Employees may choose to use accrued vacation or sick leave.

Family and Medical Leave

The federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) provide up to 12 workweeks of unpaid family/medical leave within a 12-month period, under the following conditions:

- The employee has been employed with the Club for a total of at least 12 months prior to the commencement of leave. The 12 months of employment must have accumulated within the previous seven years (certain exceptions apply);
- The employee has worked at least 1,250 hours during the previous 12-month period before the need for leave; and
- The employee is employed at a work site where there are 50 or more employees within a 75-mile radius.

Leave may be taken for one or more of the following reasons:

- The birth of the employee's child, or placement of a child with the employee for adoption or foster care (FMLA/CFRA);
- For incapacity due to pregnancy, prenatal medical care or child birth (FMLA only);
- For a serious health condition that makes the employee unable to perform his or her job (FMLA/CFRA);
- To care for the employee's spouse, child, or parent who has a serious health condition (FMLA/CFRA);
- To care for the employee's registered domestic partner (CFRA only).

Military Family Leave Entitlements

- Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.
- Eligible employees may also take a special leave entitlement of up to 26 weeks of leave to care for a covered service member during a single 12-month period. (FMLA/CFRA for 12 weeks if the

care provider is eligible for both, followed by 14 weeks of FMLA only, or 26 weeks of FMLA only if leave is not CFRA covered leave).

A covered service member is either:

- A current member of the Armed forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or
- A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

*The FMLA definitions of “serious injury or illness” for current service members and veterans are distinct from the FMLA definition of “serious health condition.”

Calculating the 12-Month Period

For purposes of calculating the 12-month period during which 12 weeks of FMLA or qualifying exigency leaves may be taken, EBU uses a rolling year measured backward from the date an employee uses any FMLA leave. Under most circumstances, leave under federal and state law will run at the same time and the eligible employee will be entitled to a total of 12 weeks of family and medical leave in the designated 12-month period.

For leave to care for a covered service member, the 12-month period begins on the first day of the leave, regardless of how the 12-month period is calculated for other leaves. Leave to care for a covered service member is for a maximum of 26 workweeks during a 12-month period.

Pregnancy, Childbirth or Related Conditions

Leave because of the employee’s disability for pregnancy, childbirth or related medical condition is not counted as time used under the California CFRA. However, time off because of pregnancy disability, childbirth or related medical condition does count as family and medical leave under the federal FMLA. Employees who take time off for pregnancy disability and who are eligible for family and medical leave will also be placed on family and medical leave that runs at the same time as their pregnancy disability leave. Once the pregnant employee is no longer disabled, or once the employee has exhausted PDL and has given birth she may apply for leave under CFRA, for purposes of baby bonding.

Any leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period of time. CFRA leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. However, the Club will grant a request for a California Family Rights Act leave (for birth/placement of a child) of less than two weeks’ duration on any two occasions. The Club may also grant additional requests for leave lasting less than two weeks at its discretion. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

Leave Procedures

The following procedures shall apply when an employee requests family medical leave:

- Please contact the General Manager as soon as you realize the need for family/medical leave. If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member, the employee must notify the Club at least 30 days before leave is to begin. The employee must consult with his or her supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the Club. Any such scheduling is subject to the approval of the health care provider of the employee or the health care provider of the employee's child, parent, or spouse.
- If the employee cannot provide 30 days' notice, the Club must be informed as soon as is practical.
- If the FMLA/CFRA request is made because of the employee's own serious health condition, the Club may require, at its expense, a second opinion from a health care provider that the Club chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the Club.
- If the second opinion differs from the first opinion, the Club may require, at its expense, the employee to obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee. The opinion of the third health care provider shall be considered final and binding on the Club and the employee.

Certification

East Bay United requires the employee to provide certification. You will have 15 calendar days from the Club's request for certification to provide it to the Club, unless it is not practicable to do so. The Club may require recertification from the health care provider if the employee requests additional leave upon expiration of the time period in the original certification. (For example, if an employee needs two weeks of family and medical leave, but following the two weeks needs intermittent leave, a new medical certification will be requested and required.) If the employee does not provide medical certification in a timely manner to substantiate the need for family and medical leave, the Club may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered family and medical leave.

If the leave is needed to care for a sick child, spouse, or parent, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition;
- Estimated amount of time for care by the health care provider; and
- Confirmation that the serious health condition warrants the participation of the employee.

When both parents are employed by the Club, and request simultaneous leave for the birth or placement for adoption or foster care of a child, the Club will not grant more than a total of 12 workweeks family/medical leave for this reason.

If an employee cites his/her own serious health condition as a reason for leave, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition; and
- Inability of the employee to work at all or to perform any one or more of the essential functions of his/her position because of the serious health condition.

If an employee is absent because of his/her own serious health condition, the Club will also require a medical release to return to work form or certification from the employee's health care provider that the employee is able to resume work.

Failure to provide a release to return to work certificate from the employee's health care provider will result in denial of reinstatement for the employee until the certificate is obtained.

Leave Related to Military Service

A leave taken due to a "qualifying exigency" related to military service must be supported by a certification of its necessity. A leave taken due to the need to care for a service member shall be supported by a certification by the service member's health care provider or other certification allowed by law. Special certification requirements apply to leaves related to military service.

Health and Benefit Plans

An employee taking family medical leave will be allowed to continue participating in any health and welfare benefit plans, if any, in which he/she was enrolled before the first day of the leave (for a maximum of 12 workweeks, or 26 workweeks if the leave is to care for a covered service member) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. The Club will continue to make the same premium contribution as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins. In some instances, the Club may recover from an employee premiums paid to maintain health coverage if the employee fails to return to work following family/medical leave.

Employees on pregnancy disability leave will be allowed to continue to participate in group health coverage for up to a maximum of four months of pregnancy disability leave (if such insurance was provided before the leave was taken) on the same terms as if you had continued to work. The right to continued group health coverage during pregnancy disability leave is a separate and distinct entitlement from the CFRA entitlement.

Payment is due when it would be made by payroll deduction or may be prepaid. For more information, contact the General Manager.

Substitution of Paid Leave

Generally, FMLA/CFRA leave is unpaid. The Club may require, or employees may choose, to use accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply

with the Club's normal paid leave policies. For more information on those specific circumstances requiring or allowing the substitution of paid leave contact the General Manager.

Reinstatement

Under most circumstances, upon return from family/medical leave, an employee will be reinstated to his or her original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave. For example, if an employee on family/medical leave would have been laid off had he or she not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In addition, an employee's use of family/medical leave will not result in the loss of any employment benefit that the employee earned before using family/medical leave.

Reinstatement after family/medical leave may be denied to certain salaried "key" employees under the following conditions:

- An employee requesting reinstatement was among the highest-paid 10 percent of salaried employees employed within 75 miles of the worksite at which the employee worked at the time of the leave request;
- The refusal to reinstate is necessary because reinstatement would cause substantial and grievous economic injury to the Club's operations;
- The employee is notified of the Club's intent to refuse reinstatement at the time the Club determines the refusal is necessary; and
- If leave has already begun, the Club gives the employee a reasonable opportunity to return to work following the notice described previously.

Time Accrual

Please contact the General Manager with any questions regarding accrual of other Club provided paid leave benefits (such as vacation or sick leave) during unpaid FMLA/CFRA leave.

Carryover

Leave granted under any of the reasons provided by state and federal law will be counted as family/medical leave and will be considered as part of the 12-workweek entitlement (26-workweek entitlement if leave is to care for a service member) in any 12-month period. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

Intermittent Leave

Employees may take FMLA/CFRA leave intermittently (in blocks of time, or by reducing their normal weekly or daily work schedule) if the leave is for the serious health condition of the employee or a qualifying family member, and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is one hour.

Pregnancy Disability Leave

An employee who is disabled by pregnancy, childbirth or a related medical condition is eligible for an unpaid pregnancy disability leave of absence. Pregnancy disability leave includes time off needed for prenatal care, severe nausea or sickness, doctor-ordered bed rest, childbirth, recovery from childbirth, and any related medical condition. The preceding list of conditions is not exclusive, but this leave is not available for child rearing. The medical opinion of the employee's physician or health provider determines whether the employee is disabled. The maximum period of leave under PDL is 17-1/3 weeks and runs concurrent with FMLA. Leave does not need to be taken in one continuous period of time, but can be taken on an as-needed basis.

In addition, an employee who is affected by pregnancy or a related medical condition may be eligible to transfer to a less strenuous or hazardous position (if one is available) or to less strenuous or hazardous duties, or to a reasonable accommodation, if such a transfer or accommodation is based on the advice of a healthcare provider and can be reasonably accommodated by the Club.

The Club follows all applicable federal, state, and local laws governing pregnancy disability leave. For more information go to <http://www.dfeh.ca.gov/resources/frequently-asked-questions/employment-faqs/pregnancy-disability-leave-faqs/> and/or contact the General Manager.

School Visitation Leave

If you are the parent or guardian of a child who is suspended and are required to appear at the child's school, you may take time off without pay if you provide reasonable advance notice to the General Manager of the need for time off.

The Club also encourages employees to be involved in their children's education, and therefore allows those employees who are a parent, guardian, stepparent, foster parent, grandparent of, or person who stands in loco parentis to, a child attending school or being cared for by a licensed child care provider to take unpaid time off up to 40 hours each year (and not to exceed 8 hours each month, with the exception of school or childcare emergencies) to: find, enroll, or reenroll his or her child in a school or with a licensed child care provider; participate in school or child care activities; or to address a school or child care provider emergency. A school or child care provider emergency means that an employee's child cannot remain in a school or with a child care provider due to: the school or child care provider has requested that the child be picked up, or has an attendance policy, excluding planned holidays, that prohibits the child from attending or requires the child to be picked up from the school or child care provider; behavioral or discipline problems; closure or unexpected unavailability of the school or child care provider, excluding planned holidays; or a natural disaster.

Requests for such time off must be made in advance of the planned absence and employees must provide documentation from the school or day care facility as proof of their participation in school or day care activities.

Witness Leave

Employees are given the necessary time off without pay to attend or participate in a court proceeding in accordance with state law. Employee must notify the General Manager of the need to take witness leave as far in advance as is possible.

Domestic Violence Leave

The Club will not discriminate against employees who are victims of domestic violence, sexual assault or stalking for taking time off from work to obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of a victim or his or her child. The Club will also not discriminate against an employee who is a victim of domestic violence, sexual assault or stalking for taking time off from work to seek medical attention for injuries caused by such domestic violence, sexual assault or stalking, to obtain services from a related support program, to obtain psychological counseling, or to participate in actions to increase safety from future domestic violence, sexual assault or stalking, including temporary or permanent relocation.

Affected employees must give the General Manager reasonable notice that they are required to be absent for a purpose stated above, except for unscheduled or emergency court appearances or other emergency circumstances. In such a case, the Club will take no action against affected employees if, within a reasonable time after the appearance, they provide the restaurant with documentary evidence that their absence was required for any of the above reasons. This leave will be unpaid. The Club will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this policy.

Victims of Felony Crimes Leave

The Club will grant reasonable and necessary leave from work without pay, to employees who are victims, or whose spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, stepfather, registered domestic partner, or child of a registered domestic partner is a victim of a violent or serious felony or felonious theft or embezzlement, for the purposes of attending legal proceedings related to the crime. Affected employees may elect to use accrued paid vacation (if applicable) and/or sick leave in lieu of unpaid leave. When feasible, affected employees must provide the General Manager with advance notice of the employee's need for leave, including a copy of the notice of the scheduled proceeding. If advance notice is not feasible, affected employees must provide documentation evidencing the legal proceeding requiring the employee's absence within a reasonable time after leave is taken. Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Jury Duty

EBU Soccer Club encourages employees to serve on jury or witness duty when called, and will provide time off without pay to serve as required by law. You should notify your supervisor of the need for time off for jury duty as soon as notice or summons from the court is received. You may be requested to provide written verification from the court clerk for having served.

Voting Time Off

If a voter does not have sufficient time to vote in a statewide election outside of working hours, he or she may take off time to vote at the beginning or the end of the shift, whichever provides the most free time to vote. The employee may take off no more than two hours without loss of pay, providing he or she has given at least two working days' notice that time off is desired to vote.

IV. STANDARDS OF CONDUCT

EBU Soccer Club expects all employees to behave in a professional and ethical manner and to exercise good judgment on the job or while representing the Club. The following rules are not intended to be comprehensive expectations of employees, but are included to help employees understand their responsibilities.

Policy Against Unlawful Harassment, Discrimination & Retaliation

The Club is committed to providing a work environment free of harassment, discrimination, retaliation and disrespectful or unprofessional conduct based on sex, pregnancy, childbirth, breastfeeding or related medical conditions, gender (including gender identity and gender expression), race, religion (including religious dress and grooming practices), color, national origin (including language use restrictions and possession of a driver's license), ancestry, physical disability, mental disability, medical condition, genetic information, marital status, registered domestic partner status, age, sexual orientation, military or veteran status or any other basis protected by federal, state or local law or ordinance or regulation. It also prohibits harassment, discrimination, and disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. **All such harassment and discrimination is unlawful and violates Club policy.**

Prohibited harassment encompasses not just sexual harassment but also harassment based on any protected category. Sexually harassing conduct can be by a person of either the same or opposite sex. Sexually harassing conduct need not be motivated by sexual desire to be in violation of this policy.

Harassment Prevention

The Club's anti-harassment policy applies to all persons involved in the operation of the Club. It prohibits harassment by any Club employee regardless of position (including managers, supervisors and coworkers) as well as any harassment by vendors, players, parents, independent contractors, unpaid interns, volunteers, and any other persons you may come into contact with while working. Similarly, the Club will not tolerate harassment by its employees of non-employees, including volunteers, unpaid interns, and others with whom the Club has a business, service or professional relationship.

Through enforcement of this policy and by education of employees, the Club will seek to prevent, correct and discipline behavior that violates this policy. This policy applies at all Club locations, Club-sponsored social or other events, and other activities at which you represent the Club.

Prohibited harassment, discrimination, retaliation and disrespectful or unprofessional conduct includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
- Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors; and
- Retaliation for reporting or threatening to report harassment.
- Communication via electronic media or any type that includes any conduct that is prohibited by state and/or federal law or by Club policy.

If you have any questions about what constitutes harassing behavior or what conduct is prohibited by this policy, please discuss the questions with the General Manager or the NFP HRSSC (HRSSC@NFP.com, 84-HRHELPS-1).

Furthermore, all members of management are covered by this policy and are prohibited from engaging in any form of harassing, discriminatory, or retaliatory conduct. No member of management has the authority to suggest to any applicant or employee that employment or advancement will be affected by the individual entering into (or refusing to enter into) a personal relationship with any member of management, or for tolerating (or refusing to tolerate) conduct or communication that might violate this policy. Such conduct is a direct violation of this policy.

Non-Discrimination

The Club is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in Club operations. The Club prohibits unlawful discrimination against any job applicant, employee or unpaid intern by any employee of the Club, including supervisors and coworkers.

Pay discrimination between employees of the opposite sex performing substantially similar work, as defined by the California Fair Pay Act and federal law, is prohibited. Pay differentials may be valid in certain situations defined by law. Employees will not be retaliated against for inquiring about or discussing wages. However, the Club is not obligated to disclose the wages of other employees.

Discrimination can also include failing to reasonably accommodate religious practices where the accommodation does not pose an undue hardship. An applicant, employee or unpaid intern who requires an accommodation of a religious belief or practice (including religious dress and grooming practices, such as religious clothing or hairstyles) should also contact the General Manager and discuss the need for an accommodation. If the accommodation is reasonable and will not impose an undue hardship, the Club

will make the accommodation. The Club will not retaliate against you for requesting a reasonable accommodation and will not knowingly tolerate or permit retaliation by management, employees or co-workers.

Anti-Retaliation

The Club will not retaliate against you for filing a complaint in good faith or participating in any workplace investigation and will not tolerate or permit retaliation by management, employees or co-workers.

Complaint Process

If you believe that you have been unlawfully harassed, or subjected to discrimination or retaliation in violation of this policy or the law, immediately bring your complaint to the General Manager as soon as possible after the incident. If you are not comfortable bringing your complaint to the General Manager, you may bring your complaint to the NFP HRSSC Ethics Line (HRSSC@NFP.com, 84-HRHELPS-1). You will be asked to provide details of the incident or incidents, names of individuals involved and names of any witnesses. It would be best to communicate your complaint in writing, but this is not mandatory.

Managers and supervisors that receive complaints or otherwise become aware of a violation of this policy must refer all harassment, discrimination, retaliation or prohibited conduct complaints to the General Manager or the NFP HRSSC (HRSSC@NFP.com, 84-HRHELPS-1).

The Club will immediately undertake an effective, thorough and objective investigation of the harassment allegations. The Club will maintain confidentiality to the extent possible. However, the Club cannot promise complete confidentiality. The employer's duty to investigate and take corrective action may require the disclosure of information to individuals with a need to know.

Complaints will be:

- Responded to in a timely manner
- Kept confidential to the extent possible
- Investigated impartially by qualified personnel in a timely manner
- Documented and tracked for reasonable progress
- Given appropriate options for remedial action and resolution
- Closed in a timely manner

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

In addition, work-related harassment by vendors, parents, or other persons not employed by the Club will be dealt with to the fullest practicable extent.

The Club encourages all employees to report any incidents of harassment forbidden by this policy **immediately** so that complaints can be quickly and fairly resolved. You also should be aware that the

Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment in employment. If you think you have been harassed or discriminated against or that you have been retaliated against for resisting, complaining or participating in an investigation, you may file a complaint with the appropriate agency. The nearest office can be found by visiting the agency websites at www.dfeh.ca.gov and www.eeoc.gov.

The Club prohibits retaliation against individuals who raise complaints of discrimination or harassment or who participate in workplace investigations. If you think you have been harassed or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency.

Employees should also know that if they engage in unlawful harassment, they can be held personally liable for the misconduct. EBU is serious about enforcing our policy against harassment, discrimination and retaliation. Persons who violate this or any other Club policy are subject to discipline, up to and including discharge. We cannot resolve a potential policy violation unless we know about it. You are responsible for reporting possible policy violations to us so that we can take appropriate actions to address your concerns.

Weapons and Anti-Violence

EBU Soccer Club intends to create and sustain for its employees, players and visitors a working environment which is free of workplace violence or the threat of violence. Therefore, the Club will assume and vigorously enforce a “zero tolerance” policy with respect to violence or threats of violence directed at any person. Prohibited behavior includes but is not limited to threatening language, whether verbal or written; threatening gestures or pictures; and/or actual violence of any kind directed at any individual.

EBU Soccer Club will take prompt remedial action up to and including immediate termination, against any employee who engages in any threatening behavior or acts of violence or who uses any obscene, abusive, or threatening language or gestures. EBU Soccer Club will also take appropriate action when dealing with players, former employees, or visitors to Club facilities who engage in such behavior. Such action may include notifying the police or other law enforcement authorities.

In addition, EBU Soccer Club expressly prohibits employees, former employees, players, and visitors from bringing unauthorized firearms or other weapons into Club facilities or fields or into other locations where Club business is being conducted. An employee must notify his/her supervisor, another supervisor, or the General Manager if he/she is aware of the possession of firearms in Club facilities or fields or where Club business is being performed, any threats or acts of violence, aggressive behavior, threatening or offensive comments or remarks, and any other similar conduct that they observe.

Drug and Alcohol Policy

Because we are committed to protecting the safety, health and well-being of all employees and other individuals in our work environment, EBU Soccer Club has a zero tolerance for alcohol and illegal drugs in the workplace. It is the policy of EBU Soccer Club to establish and maintain a drug-free workplace, and to

prohibit the unauthorized or unlawful manufacture, distribution, dispensation, transfer, transportation, possession, and use of controlled substances on or off the job.

The Club reserves the right to conduct additional drug/alcohol testing on any employee when an on-the-job injury occurs, for suspected impairment, to meet contractual obligations, and randomly, as required under certain laws or at the discretion of the Club.

Vehicle Operation

Certain jobs at the Club require that employees drive a vehicle on Club business. Such employees must maintain driving records that clearly indicate a pattern of responsible driving. Violation of this policy will result in disciplinary action, up to and including revocation of job offer or termination of employment.

Employees driving on Club business must have a valid driver's license. An employee who drives on Club business and whose driver's license is suspended for any reason, or if he/she is arrested or convicted of any driving-related offense, then the employee must inform the General Manager immediately.

Employees using personally-owned automobiles for Club business must maintain at least the minimum insurance coverage required in CA. Certification of proper insurance must be provided upon EBU's request.

All traffic violations are the responsibility of the employee, regardless of whether they occurred on the job. The Club will not be responsible for payment of moving traffic violations or parking tickets for driving infractions occurring while driving for Club business.

In the unfortunate event of a work-related traffic accident causing injury or property damage, the employee must notify the police or other law enforcement authorities immediately. He/she must also inform the General Manager as soon as reasonably possible. In addition, he/she must submit an official accident report to the General Manager.

Confidentiality

It is expected that all employees having access to player information will consistently and uniformly maintain the privacy and confidentiality of this information both internally and externally, and will only reveal this information on a "need-to-know" basis and only for legitimate Club purposes. The Confidential Information protected by this policy includes but is not limited to any and all information relating to both business related and personal player information. This confidentiality requirement includes the entire period of employment and after employment ends.

Business Related

As a business, our most valuable information includes confidential and proprietary information and trade secrets relating to our business, operations, systems, business plans, and strategies. During the course of your employment with us, you may have access to, and may learn of, this information, which is collectively referred to as "Confidential Information." The use or disclosure of Confidential Information, without the

written consent of the Club -- except as is required in the performance of your duties -- would seriously damage the Club.

Confidential information also includes proprietary information of any third party who may disclose such information to the Club or to you in the course of the Club's business. Confidential information does not include information pertaining to the terms and conditions of an employee's employment, including wages. Nothing in this policy is designed to limit an employee's rights under Section 7 of the National Labor Relations Act.

Employees may not use, discuss or disclose to any third party, either directly or indirectly, any Confidential Information without the prior written consent of an authorized representative of the Club, except to Club employees who need to know this information in the course of their work. All employees are obligated to protect Confidential Information from unauthorized disclosure, theft and misuse during employment and after having left the Club's employment for any reason. Any unauthorized use, discussion or disclosure of Confidential Information during employment or after it ends could subject the employee to legal liability. Violations of this policy are grounds for disciplinary action, up to and including termination.

Player Information

Prior to considering the disclosure of player information, coaches must discuss the nature of the disclosure with and obtain the approval of the General Manager. No information may be disclosed regarding an individual player without the express written consent of the player's legal guardian.

Outside Employment and Association

EBU Soccer Club requires that employee activities away from the job, including but not limited to other employment or association, must not conflict with or compromise the Club's interests, its reputation or its ability to effectively provide services. Neither must any outside employment or association adversely affect the employee's job performance or ability to fulfill all responsibilities to the Club.

In addition, employees are not to conduct during paid working time any outside employment or other activities unrelated to Club business.

V. CLUB PROPERTY & TECHNOLOGY USE

Social Media

EBU Soccer Club recognizes that many employees may participate in social networking activities on websites such as Facebook, LinkedIn, and Twitter. In addition, employees may participate in chat rooms, create and maintain personal websites or "blogs," and/or engage in other forms of personal internet use.

Employees using social media/networking are reminded that there is no such thing as a truly "private" social media site. Search engines can reveal posts years after the publication date. Comments can be

forwarded or copied, and archival systems can save information even if a posting is deleted. Consequently, comments made online can always be seen by others, even by unintended parties.

The Club does not intend to infringe on employees' communication for any legitimate purpose. However, certain activities may negatively impact the Club's reputation or its ability to effectively conduct its operations, or may expose the individual or the Club to liability.

Therefore, the Club requires that employees observe the following when participating in social networking sites and/or engaging in other forms of internet use, regardless of whether the employees are on duty or off duty:

- Employees may not engage in social media use as a spokesperson for the Club unless specifically authorized to do so as part of their job by the General Manager.
- Employees must adhere to all applicable Club policies as set forth in the Employee Handbook. This includes but is not limited to:
 - Policies with respect to computer and internet usage;
 - Policies regarding confidential information; and
 - Policies prohibiting all forms of illegal discrimination and harassment.
- In order to preserve a professional relationship, coaches are discouraged from "friending" current players on social media platforms.
- Employees should ensure that their use of social media/networking during work hours is not excessive and does not interfere with job performance.
- Employees affiliating themselves with the Club on social media must clarify that they are speaking for themselves and not on behalf of the Club. Employees should include a disclaimer such as: "The views expressed in this _____ (website, blog, etc.) are my own and do not reflect the views of my employer."
- Employees affiliating themselves with the Club on social media must ensure that social media activities are consistent with EBU Soccer Club's high standards of professional conduct. Employees should not engage in the posting of pornography, obscenity, or any other forms of abusive conduct such as threats of violence.
- Employees should use good judgment in their communication on social networking sites. Errors, omissions or unprofessional language or behavior reflect poorly on the Club and may result in liability for the employee or the Club.
- Employees should consider placing security settings on personal accounts to the highest level of privacy, in order to ensure that personal comments cannot be seen by people not directly subscribed to their accounts.
- Employees must not share the Club's confidential and proprietary information, including but not limited to player, employee and contractor information.

- Employees using social media are expected to do so without infringing on the copyright laws of others.

Borrowing & Care of Equipment

Employees are expected to demonstrate proper care when using the Club's property and equipment. New head coaches are issued an equipment package upon hire.

If an employee loses, breaks or damages any property not belonging to him/her, the employee must report it to the General Manager at once.

VI. GENERAL INFORMATION

Safety

The Club has a vital interest in maintaining a safe, healthful and efficient work environment, and the importance of safety cannot be over-emphasized. The Club will make every effort to comply with relevant federal and state occupational health and safety laws. Our policy is aimed at minimizing the exposure of our employees, players, and other visitors to our facilities to health or safety risks.

Employees are expected to promote and maintain a safe environment by complying with safety rules, safe work practices, and any restrictions that may be established. The following are safety expectations for all employees:

1. Exercise maximum care and good judgment at all times to prevent accidents and injuries.
2. Seek first aid for an injury; report it to a supervisor if any care beyond minor first aid is required.
3. Report unsafe conditions, equipment, or practices to the General Manager.
4. Observe conscientiously all safety rules and regulations at all times.
5. When driving on Club business, employees are required to abide by all hands-free and texting laws.

Security

Providing a safe and secure environment for our employees and players is essential for the viability of our Club. Employees are expected to uphold all established security provisions and notify the General Manager of any concerns.

Employees are advised never to confront a suspicious person. Instead, the employee should immediately report the matter to the General Manager, who will decide whether the situation warrants contacting law enforcement authorities.

Attire and Grooming

The Club annually provides all coaching staff with a set of Club-branded shirts and shorts. It is each employee's responsibility to ensure that his/her appearance, personal hygiene and clothing are in good taste and appropriate for the environment in which we work.

Employees are expected to wear EBU-branded gear and appropriate athletic footwear to all practices, games and tournaments. Employees have the option to purchase additional gear but it is not required. If an employee is unsure about what is considered proper attire, he/she is advised to ask for guidance from his/her supervisor or the General Manager.

An employee who does not comply with this policy may be asked to leave the workplace (with or without pay, depending on the circumstances) and return when he/she is appropriately attired/groomed.

Tobacco-free Workplace

The Club forbids the use of cigarettes, cigars, chewing tobacco, snuff, pipes, snus and any non-FDA-approved nicotine delivery device, such as electronic cigarettes, or vaporizers at any practice, game, tournament, or at any Club-related event or in any Club facility.

Business Expenses

When authorized in advance by the General Manager, the Club will reimburse work-related business and travel expenses incurred by an employee.

Coach Reimbursement Guidelines

These guidelines set forth the appropriate practice with respect to Team Funds, including reimbursing coaches from the Team Fund for their tournament and away game expenses.

Each team or pool will have a volunteer team Treasurer who will collect funds from each family in that team or pool, deposit those funds in a team bank account, maintain records of deposits and expenses to and from that fund and send periodic statements to the coach and team. A Team Fund will be used for various needs of the team, including but not limited to travel expenses for coaches and other team requirements. As teams assess their annual budgets and fundraising needs, they should carefully consider the cost of attending tournaments and especially "away" tournaments involving hotel and even airfare expenses. Imposing these expenses on team families without consideration of cost can create hardship for some and discourage participation in the program.

AWAY GAMES

Head coach and assistant coach (if not also a parent) should be reimbursed as follows:

- 1) Mileage from coach's home to any AWAY game and return that is in excess of 50 miles roundtrip using the current IRS mileage reimbursement rate.
- 2) Bridge tolls to travel to or from away games.
- 3) Parking fees at away games.

- 4) Head coach and assistant coach should not be reimbursed for driving to practices or home games.
- 5) Head coach and assistant coach should be reimbursed up to \$15 each for lunch when he/she has two away games in one day that are not scheduled back to back.
- 6) Meals before or after practices and for any single home or away game are not reimbursable.

TOURNAMENTS AND PLAY DATES

Head coach and assistant coach should be reimbursed for:

- 7) Hotel expenses, up to the cost of the hotel that the team is using, excluding any pay per view movies, mini-bar contents, and laundry/dry cleaning services.
- 8) Travel expense, using the same mode as the team, for example, airfare and rental car if the team is flying, (same class as the team), or mileage at the current IRS mileage reimbursement rate if the team is driving. Bridge tolls and parking expenses are included in this expense reimbursement.
- 9) Head coach and assistant coach should be reimbursed for breakfast, lunch, and dinner of up to \$15 for breakfast, \$15 for lunch, and \$26 for dinner.

Mileage

Automobile mileage for the use of personal vehicles by EBU employees on EBU business will be reimbursed at a rate not to exceed the current rate allowable by the Internal Revenue Service. Only mileage that exceeds 50 miles from the coach's home will be reimbursed (mileage to practices, games, etc. that are within 50 miles of the employee's home is considered part of the employee's normal commute).

Transportation

When traveling out of town on behalf of the Club, allowable expenses include the actual cost of all bus, rail, or plane travel, including taxis or automobile mileage at a rate not to exceed the current rate allowable by the Internal Revenue Service. Air travel will be reimbursed at the lowest available fare in coach class. Air travel must be purchased no later than 21 days in advance. Ground transportation to and from the hotel at the destination should be the lowest possible cost. Please see Coach Reimbursement Guidelines, above, for more information.

Meals and Lodging

Lodging for coaches is customarily arranged and paid for by the team (see Coach Reimbursement Guidelines, above). In any other situation, the coach or other EBU employee should contact the General Manager for preapproval of expenses. Alcoholic beverage costs will not be reimbursed.

Telephone and Data

The Club will provide an automatic monthly reimbursement to employees who are required to use their cell phones for business purposes. The reimbursement is calculated to be a reasonable percentage of the employee's cell phone bill. Employees eligible for this automatic reimbursement should not submit cell phone expenses on the expense report.

Expense Reports

Coaches must submit completed expense reports for team-related mileage and travel within thirty (30) from the date on which the travel is completed, or other expenses are incurred, to the team manager. Receipts for all expenses must be attached to the expense report. If a coach does not receive reimbursement from the team within fifteen (15) calendar days of the date the report is submitted, the coach must inform the General Manager, who will work with the coach and team manager to ensure prompt and appropriate reimbursement.

All other expenses must be submitted to the General Manager on completed expense reports within 30 days from the date travel is completed or other expenses are incurred. Receipts for all expenses must be attached to the expense report.

Abuse of the business travel expense policy, including falsifying expense reports, can be grounds for disciplinary action, up to and including termination of employment.

Wage Disclosure Protection

The Club, consistent with California law, does not prohibit an employee from inquiring about, disclosing, comparing or otherwise discussing the employee's wages or the wages of another employee.

The Club will not take an adverse employment action or retaliate against an employee for discussing his or her wages. The Club will not prohibit an employee from lodging a complaint or testifying, assisting or participating in an investigation or proceeding related to a violation of this policy. Nothing in this policy shall be construed to permit an employee with regular access to wage information in the course of the employee's work from disclosing wage information, unless the person is under a legal obligation to furnish the information. Additionally, nothing in this policy requires an employee or an employee to disclose wages in response to an inquiry by another employee.

Acknowledgement & Receipt of Employee Handbook

I acknowledge that I have received the EBU Soccer Club (the "Club") Employee Handbook (the "Handbook"), either in electronic or paper format. I certify that I have read the complete Handbook, and have had an opportunity to ask a supervisor and/or other member of management to answer my questions about the Handbook.

I understand that the Handbook serves as a set of guidelines only. Since no handbook or set of policies can anticipate every possible circumstance or situation that may arise in the workplace, I understand that individual circumstances may call for individual attention. I further understand that the contents of this Handbook may be changed at any time at the discretion of the Club.

I understand that nothing contained in the Handbook or this acknowledgment page, in whole or in part, shall act as a contract or guarantee of employment. I understand that my employment with the Club is at-will, and that both the Club and I retain the right to terminate the employment relationship at any time and for any reason. I also understand and agree that the Club retains the right to demote, transfer, change my job duties, and change my compensation/benefits at any time with or without cause in its sole discretion. It is my further understanding that this "at will" employment relationship may not be changed by any written document or by any conduct unless such change is specifically acknowledged in writing and signed by signed by the employee, the President of the Board of Directors, and senior management (either the Executive Director, Director of Coaching/Technical Director, or General Manager/Director of Operations).

As a condition of initial and continued employment, I agree to abide by and adhere to the rules and regulations of the Club at all times during the entire course of my employment.

I understand that my signature below indicates that I have read and understand the above statements.

Print Name _____

Employee Signature _____

Date _____

Acknowledgement of Policy Against Unlawful Harassment, Discrimination & Retaliation

The Club is committed to providing a work environment free of harassment, discrimination, retaliation and disrespectful or unprofessional conduct based on sex, pregnancy, childbirth, breastfeeding or related medical conditions, gender (including gender identity and gender expression), race, religion (including religious dress and grooming practices), color, national origin (including language use restrictions and possession of a driver's license), ancestry, physical disability, mental disability, medical condition, genetic information, marital status, registered domestic partner status, age, sexual orientation, military or veteran status or any other basis protected by federal, state or local law or ordinance or regulation. It also prohibits harassment, discrimination, and disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. **All such harassment and discrimination is unlawful and violates Club policy.**

Prohibited harassment encompasses not just sexual harassment but also harassment based on any protected category.

Sexually harassing conduct can be by a person of either the same or opposite sex. Sexually harassing conduct need not be motivated by sexual desire to be in violation of this policy.

Harassment Prevention

The Club's anti-harassment policy applies to all persons involved in the operation of the Club. It prohibits harassment by any Club employee regardless of position (including managers, supervisors and coworkers) as well as any harassment by vendors, players, parents, independent contractors, unpaid interns, volunteers, and any other persons you may come into contact with while working. Similarly, the Club will not tolerate harassment by its employees of non-employees, including volunteers, unpaid interns, and others with whom the Club has a business, service or professional relationship.

Through enforcement of this policy and by education of employees, the Club will seek to prevent, correct and discipline behavior that violates this policy. This policy applies at all Club locations, Club-sponsored social or other events, and other activities at which you represent the Club.

Prohibited harassment, discrimination, retaliation and disrespectful or unprofessional conduct includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
- Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors; and
- Retaliation for reporting or threatening to report harassment.
- Communication via electronic media or any type that includes any conduct that is prohibited by state and/or federal law or by Club policy.

If you have any questions about what constitutes harassing behavior or what conduct is prohibited by

this policy, please discuss the questions with the General Manager or the NFP HRSSC (HRSSC@NFP.com, 84-HRHELPS-1).

Furthermore, all members of management are covered by this policy and are prohibited from engaging in any form of harassing, discriminatory, or retaliatory conduct. No member of management has the authority to suggest to any applicant or employee that employment or advancement will be affected by the individual entering into (or refusing to enter into) a personal relationship with any member of management, or for tolerating (or refusing to tolerate) conduct or communication that might violate this policy. Such conduct is a direct violation of this policy.

Non-Discrimination

The Club is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in Club operations. The Club prohibits unlawful discrimination against any job applicant, employee or unpaid intern by any employee of the Club, including supervisors and coworkers.

Pay discrimination between employees of the opposite sex performing substantially similar work, as defined by the California Fair Pay Act and federal law, is prohibited. Pay differentials may be valid in certain situations defined by law. Employees will not be retaliated against for inquiring about or discussing wages. However, the Club is not obligated to disclose the wages of other employees.

Discrimination can also include failing to reasonably accommodate religious practices where the accommodation does not pose an undue hardship. An applicant, employee or unpaid intern who requires an accommodation of a religious belief or practice (including religious dress and grooming practices, such as religious clothing or hairstyles) should also contact the General Manager and discuss the need for an accommodation. If the accommodation is reasonable and will not impose an undue hardship, the Club will make the accommodation. The Club will not retaliate against you for requesting a reasonable accommodation and will not knowingly tolerate or permit retaliation by management, employees or co-workers.

Anti-Retaliation

The Club will not retaliate against you for filing a complaint in good faith or participating in any workplace investigation and will not tolerate or permit retaliation by management, employees or co-workers.

Complaint Process

If you believe that you have been unlawfully harassed, or subjected to discrimination or retaliation in violation of this policy or the law, immediately bring your complaint to the General Manager as soon as possible after the incident. If you are not comfortable bringing your complaint to the General Manager, you may bring your complaint to the NFP HRSSC Ethics Line (HRSSC@NFP.com, 84-HRHELPS-1). You will be asked to provide details of the incident or incidents, names of individuals involved and names of any witnesses. It would be best to communicate your complaint in writing, but this is not mandatory.

Managers and supervisors that receive complaints or otherwise become aware of a violation of this policy must refer all harassment, discrimination, retaliation or prohibited conduct complaints to the General Manager or the NFP HRSSC, (HRSSC@NFP.com, 84-HRHELPS-1).

The Club will immediately undertake an effective, thorough and objective investigation of the harassment allegations. The Club will maintain confidentiality to the extent possible. However, the Club cannot promise complete confidentiality. The employer's duty to investigate and take corrective action may require the disclosure of information to individuals with a need to know.

Complaints will be:

- Responded to in a timely manner
- Kept confidential to the extent possible
- Investigated impartially by qualified personnel in a timely manner
- Documented and tracked for reasonable progress
- Given appropriate options for remedial action and resolution
- Closed in a timely manner

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

In addition, work-related harassment by vendors, parents, or other persons not employed by the Club will be dealt with to the fullest practicable extent.

The Club encourages all employees to report any incidents of harassment forbidden by this policy **immediately** so that complaints can be quickly and fairly resolved. You also should be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment in employment. If you think you have been harassed or discriminated against or that you have been retaliated against for resisting, complaining or participating in an investigation, you may file a complaint with the appropriate agency. The nearest office can be found by visiting the agency websites at www.dfeh.ca.gov and www.eeoc.gov.

The Club prohibits retaliation against individuals who raise complaints of discrimination or harassment or who participate in workplace investigations. If you think you have been harassed or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency.

Employees should also know that if they engage in unlawful harassment, they can be held personally liable for the misconduct. EBU is serious about enforcing our policy against harassment, discrimination and retaliation. Persons who violate this or any other Club policy are subject to discipline, up to and including discharge. We cannot resolve a potential policy violation unless we know about it. You are responsible for reporting possible policy violations to us so that we can take appropriate actions to address your concerns.

As a condition of initial and continued employment, I agree to abide by and adhere to the rules and regulations of the Club at all times during the entire course of my employment. I understand that my signature below indicates that I have read and understand the above Policy Against Unlawful Harassment, Discrimination & Retaliation.

Print Name _____

Employee Signature _____ Date _____