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CALIFORNIA MINIMUM WAGE

As of January 1st, 2019, the statewide minimum wage in California is \$11 per hour.

WHAT POSTERS ARE EMPLOYERS REQUIRED TO POST?

Required Labor Posters: State Guide. **Employers** are **required to post** summaries of applicable state and federal labor and **employment** laws where they are clearly visible to employees, often in the break room or employee cafeteria. Can be purchased at Costco Business store or California Chamber of Commerce (link on our website).

EMPLOYEE HANDBOOK

Though there are many **laws** requiring employers to notify **employees** of certain workplace rights, there are no federal or state **laws** specifically requiring an employer to have an **employee handbook**—and plenty of employers choose not to have one.

<https://www.calchamber.com/california-employment-law/pages/employee-handbook.aspx>

While there is no law requiring you to set up and use an employee handbook/policies and procedures manual, it's a smart thing to do. When you hire a new employee, give him or her a copy of the handbook (signing that the handbook was received). It's a lot easier to prepare a handbook now than deal with "how do we handle this?" issues, misunderstandings, and possible lawsuits later.

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WORKER'S COMPENSATION

Workers' Compensation Insurance: If you have employees, you are required by law to have workers' compensation insurance coverage. Failure to do so is a crime and may result in penalties and closure of your business. Your insurance agent or Division of Workers' Compensation Phone: 1-800-736-7401
www.dir.ca.gov

ACCOUNTABLE vs NON-ACCOUNTABLE PLANS

Accountable plan – Employee turns in receipts. Reimburse employee by adding to their net pay. NOT TAXABLE

Non-accountable plan – No receipts. Give employee a flat amount each week. TAXABLE

CALIFORNIA SICK LEAVE COMPLIANCE CHECKLIST

To be compliant with new and existing sick leave requirements in California, here's a checklist of what you need:

1. Decide how you'll calculate, track, and report each employee's sick leave balance.
2. Provide a written copy of your sick leave policy to employees at time of hire.
3. [Display a poster](#) explaining your sick leave policy.
4. Provide at least three days (24 hours) of paid sick leave to each eligible employee per year.
5. Show how many days of sick leave employees have available, either on their pay stub or a document issued the same day as their pay check.
6. Keep records of hours earned and used for a period of three years.

MEAL BREAK & REST BREAK LAW IN CALIFORNIA

Under California wage and hour law, **non-exempt** employees must receive a thirty (30) minute lunch or meal break if they work more than five (5) hours in a day. Employees who work more than ten (10) hours in a day are entitled to a second 30-minute meal break.

OVERTIME LAWS IN CALIFORNIA

Overtime Requirements in California:

More than 8 hours in a daytime is time and a half

More than 40 hours in a work week is time and a half

Seventh consecutive day in a work week is time and a half

More than 12 hours in a work day is double time

More than 8 hours on the seventh consecutive day in a work week is double time

Time and a half means one and one-half times the employee's regular rate of pay.

Double time means twice the employee's regular rate of pay.

VACATION PAY LAWS IN CALIFORNIA

Under California labor laws, your employer is not required to give you vacation time. However, if you do get vacation time, your employer cannot take vacation time away and must pay for unused vacation time upon termination. If your employer fails to reimburse you for vacation time, you may be able to recover compensation by filing a claim or lawsuit.

DETAILED LAWS IN CALIFORNIA:

SICK PAY

California Governor Jerry Brown created the Healthy Workplaces, Healthy Families Act of 2014. As of July 1, 2015, California requires all employers to offer a minimum amount of paid sick leave to employees each year—usually 1 hr. for every 30 hours worked.

We know new regulations like this can be daunting — not to mention confusing. We've listed the basics of what you need to know, as an employer, about California's paid sick leave law. And even if your business isn't located in California, it's a good idea to stay up to date with the latest developments in this area, as there's an increasing push to make paid sick leave a federal law.

Basics of California's sick leave law

How am I affected?

As of [July 1, 2015](#), California requires employers to offer a minimum amount of sick leave to employees each year. This means employers must keep track of how much sick leave employees have accrued, report their balance every pay period, and pay employees for sick leave taken that's within their balance.

Who qualifies?

All California employees who work more than 30 days in a year qualify, including part-time and temporary employees, with some specific exceptions.

How do I determine how much sick leave an employee can take?

You can either accrue sick leave each pay period based on hours, or offer employees a lump sum at the beginning of each year. If you choose the accrual method, you must provide at least one hour of paid leave for every 30 hours worked. If you choose the lump sum method, you must offer three days (24 hours) at the beginning of the year. Note that if you choose the accrual method, you can choose to start accruing sick leave on July 1, 2015, for employees that were hired before July 1, 2015. Services like Square Payroll can help with automatically calculating accrual and keeping track of sick leave taken.

How do I need to report sick leave?

Employers must show how many days of sick leave employees have available on their pay stub or on a document issued the same day as their paycheck. Services like Square Payroll can help by automatically calculating and reporting your employees' sick leave balance on their pay stubs.

How do I pay out sick leave?

Sick pay should be paid out at the employee's regular hourly rate. If an employee stops working for you, you're not required to pay out the remaining sick leave balance.

What if an employee doesn't take sick leave?

Employees can roll over up to 48 hours of accrued, untaken sick leave — although you can still limit the amount of sick leave taken in a year to 24 hours. If you provide employees with a lump sum of at least 24 hours at the beginning of the year, then you're not required to roll over the remaining balance at the end of the year.

What are the exemptions to California Sick leave law?

Generally speaking, there are very few exceptions to California's sick leave law. It applies to most kinds of employees and is also includes (but is not limited to) part-time workers who worked overtime, temporary and seasonal workers, and employees of staffing agencies and contractors.

MEAL BREAK

In California, an employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than thirty minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. A second meal period of not less than thirty minutes is required if an employee works more than ten hours per day, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and employee only if the first meal period was not waived. Labor Code Section 512. There is an exception for employees in the motion picture industry, however, as they may work no longer than six hours without a meal period of not less than 30 minutes, nor more than one hour. And a subsequent meal period must be called not later than six hours after the termination of the preceding meal period. IWC Order 12-2001, Section 11(A)

Unless the employee is relieved of all duty during his or her thirty minute meal period, the meal period shall be considered an "on duty" meal period that is counted as hours worked which must be compensated at the employee's regular rate of pay. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the employer and employee an on-the-job paid meal period is agreed to. The written agreement must state that the employee may, in writing, revoke the agreement at any time. IWC Orders 1 -15, Section 11, Order 16, Section 10. The test of whether the nature of the work prevents an employee from being relieved of all duty is an objective one. An employer and employee may not agree to an on-duty meal period unless, based on objective criteria, any employee would be prevented from being relieved of all duty based on the necessary job duties. Some examples of jobs that fit this category are a sole worker in a coffee kiosk, a sole worker in an all-night convenience store, and a security guard stationed alone at a remote site.

If the employer requires the employee to remain at the work site or facility during the meal period, the meal period must be paid. This is true even where the employee is relieved of all work duties during the meal period. *Bono Enterprises, In. v. Bradshaw* (1995) 32 Cal.App.4th 968.

If an employer fails to provide an employee a meal period in accordance with an applicable IWC Order, the employer must pay one additional hour of pay at the employee's regular rate of pay for each workday that the meal period is not provided. IWC Orders and Labor Code Section 226.7 This additional hour is not counted as hours worked for purposes of overtime calculations.

In all places where employees are required to eat on the premises, a suitable place for that purpose must be designated. This requirement does not, however, apply to employees covered by IWC Order 16-2001, on-site occupations in the construction, drilling, logging and mining industries.. For employees covered by IWC Order 16-2001, the employer must provide an adequate supply of potable water, soap, or other suitable cleansing agent and single use towels for hand washing.

Under all of the IWC Orders except Orders 12, 14, 15, and 16-2001, if a meal period occurs on a shift beginning or ending at or between the hours of 10 p.m. and 6 a.m., facilities must be available for securing hot food and drink or for heating food or drink, and a suitable sheltered place must be provided in which to consume such food or drink. Under IWC Order 12-2001 for employees in the motion picture industry, hot meals and hot drinks must be provided for employees who are required to work after 12 o'clock midnight, except off-production employees regularly scheduled to work after midnight.

1. Q. What are the basic requirements for meal periods under California law?

A. *Under California law (IWC Orders and Labor Code Section 512), employees must be provided with no less than a thirty-minute meal period when the work period is more than five hours (more than six hours for employees in the motion picture industry covered by IWC Order 12-2001). Unless the employee is relieved of all duty during the entire thirty-minute meal period and is free to leave the employer's premises, the meal period shall be considered "on duty," counted as hours worked, and paid for at the employee's regular rate of pay. An "on duty" meal period will be permitted only when the nature of the work prevents the employee from being relieved of all duty and when by written agreement between the employer and employee an on-the-job meal period is agreed to. The test of whether the nature of the work prevents an employee from being relieved of all duty is an objective one. An employer and employee may not agree to an on-duty meal period unless, based on objective criteria, any employee would be prevented from being relieved of all duty based on the necessary*

job duties. Some examples of jobs that fit this category are a sole worker in a coffee kiosk, a sole worker in an all-night convenience store, and a security guard stationed alone at a remote site.

2. Q. How does an employer satisfy its obligation to provide a meal period according to the law?

A. *An employer is not required to ensure that no work is performed. However, an employer must do more than simply make a meal period “available.” In general, to satisfy its obligation to provide a meal period, an employer must actually relieve employees of all duty, relinquish control over their activities, permit them a reasonable opportunity to take an uninterrupted 30-minute break (in which they are free to come and go as they please), and must not impede or discourage employees from taking their meal period. (For employees in the health care industry covered by IWC Orders 4 or 5, however, minor exceptions exist as to the employee’s right to leave the employment premises during an off-duty meal period.) Employers may not undermine a formal policy of providing meal periods by pressuring employees to perform their duties in ways that omit breaks (e.g., through a scheduling policy that makes taking breaks extremely difficult). As the California Supreme Court has noted, “The wage orders and governing statute do not countenance an employer’s exerting coercion against the taking of, creating incentives to forego, or otherwise encouraging the skipping of legally protected breaks.” Which particular facts in any given case will satisfy the employer’s obligation to provide bona relief from all duty may vary from industry to industry. See *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004.*

3. Q. What are the timing requirements for when any required first or second meal period must be provided during the workday?

A. *In general, when an employee works for a work period of more than five hours, a meal period must be provided no later than the end of the employee’s fifth hour of work (in other words, no later than the start of the employee’s sixth hour of work). When an employee works for a period of more than 10 hours, a second meal period must be provided no later than the end of the employee’s tenth hour of work (in other words, no later than the start of the employee’s eleventh hour of work). The foregoing rules are subject to certain waivers by mutual consent (as explained above), and different rules apply to employees in the motion picture industry. See *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004.*

4. Q. My employer is not allowing me to take a meal period. Is there anything I can do about this situation?

A. *Yes, there is something you can do if you are covered by the meal period requirements of the law. If your employer fails to provide the required meal*

period, you are to be paid one hour of pay at your regular rate of compensation (this is referred to as meal period premium pay) for each workday that the meal period is not provided. If your employer fails to pay the additional one-hour's pay, you may file a wage claim with the Division of Labor Standards Enforcement.

5. **Q. If there is bona fide relief from all duty during a meal period and the employer relinquishes all control over the employee's activities, but the employee then freely chooses to continue working, is the employer liable for meal period premium pay?**
- A. No, the employer would not be liable for meal period premium pay where there is bona fide relief from duty and relinquishment of employer control (and no discouragement or coercion from the employer against taking the meal period). However, in this circumstance, an employer that knows or has reason to know an employee is performing work during the meal period owes compensation to the employee for the time worked (including any overtime hours that have accrued as a result of working through the meal period). See *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004.
6. **Q. Is it permissible if I choose to work through my meal period so that I can leave my job 30 minutes early?**
- A. No, working through your meal period does not entitle you to leave work early prior to your scheduled quitting time. In order for an "on duty" meal period to be permitted under the Industrial Welfare Commission Wage Orders, the nature of the work must actually prevent the employee from being relieved of all duty, and there must be a written agreement that an on-the-job paid meal period is agreed to. Additionally, the written agreement must also state that the employee may, in writing, revoke the agreement at any time.
7. **Q. Can my employer require that I stay on its premises during my meal period?**
- A. Yes, your employer can require that you remain on its premises during your meal period, even if you are relieved of all work duties. However if that occurs, you are being denied your time for your own purposes and in effect remain under the employer's control and thus, the meal period must be paid. Minor exceptions to this general rule exist under IWC Order 5-2001 regarding healthcare workers. Pursuant to the Industrial Welfare Commission Wage Orders, if you are required to eat on the premises, a suitable place for that purpose must be designated. "Suitable" means a sheltered place with facilities available for securing hot food and drink or for heating food or drink, and for consuming such food and drink.

- 8. Q. I regularly work an eight-hour shift. What can I do if my employer doesn't provide me with a meal period?**
- A.** You can either file a wage claim with the Division of Labor Standards Enforcement (the Labor Commissioner's Office), or you can file a lawsuit in court against your employer to recover the premium of one additional hour of pay at your regular rate of compensation for each workday that the meal period is not provided.
- 9. Q. What is the applicable statute of limitations on filing a meal period claim?**
- A.** In the case of *Murphy v. Cole*, the California Supreme Court held that the remedy for meal and rest period violations of "one additional hour of pay" under Labor Code section 226.7 is a wage subject to a three-year statute of limitations. Accordingly, a claim must be filed within three (3) years of the alleged meal period violation. See attached Division memoranda regarding the Court's decision.
- 10. Q. What is the procedure that is followed after I file a wage claim?**
- A.** After your claim is completed and filed with a local office of the Division of Labor Standards Enforcement (DLSE), it will be assigned to a Deputy Labor Commissioner who will determine, based upon the circumstances of the claim and information presented, how best to proceed. Initial action taken regarding the claim can be referral to a conference or hearing, or dismissal of the claim.

If the decision is to hold a conference, the parties will be notified by mail of the date, time and place of the conference. The purpose of the conference is to determine the validity of the claim, and to see if the claim can be resolved without a hearing. If the claim is not resolved at the conference, the next step usually is to refer the matter to a hearing or dismiss it for lack of evidence.

At the hearing the parties and witnesses testify under oath, and the proceeding is recorded. After the hearing, an Order, Decision, or Award (ODA) of the Labor Commissioner will be served on the parties.

Either party may appeal the ODA to a civil court of competent jurisdiction. The court will set the matter for trial, with each party having the opportunity to present evidence and witnesses. The evidence and testimony presented at the Labor Commissioner's hearing will not be the basis for the court's decision. In the case of an appeal by the employer, DLSE may represent an employee who is financially unable to afford counsel in the court proceeding.

See the Policies and Procedures of Wage Claim Processing pamphlet for more detail on the wage claim procedure.

11. Q. What can I do if I prevail at the hearing and the employer doesn't pay or appeal the Order, Decision, or Award?

A. When the Order, Decision, or Award (ODA) is in the employee's favor and there is no appeal, and the employer does not pay the ODA, the Division of Labor Standards Enforcement (DLSE) will have the court enter the ODA as a judgment against the employer. This judgment has the same force and effect as any other money judgment entered by the court. Consequently, you may either try to collect the judgment yourself or you can assign it to DLSE.

12. Q. What can I do if my employer retaliates against me because I asked him why we don't get a meal period?

A. If your employer discriminates or retaliates against you in any manner whatsoever, for example, he discharges you because you ask about not getting a meal period, object to what you believe to be an illegal practice, or because you file a claim or threaten to file a claim with the Labor Commissioner, you can file a discrimination/retaliation complaint with the Labor Commissioner's Office. In the alternative, you can file a lawsuit in court against your employer.

OVERTIME

In California, the general overtime provisions are that a nonexempt employee 18 years of age or older, or any minor employee 16 or 17 years of age who is not required by law to attend school and is not otherwise prohibited by law from engaging in the subject work, shall not be employed more than eight hours in any workday or more than 40 hours in any workweek unless he or she receives one and one-half times his or her regular rate of pay for all hours worked over eight hours in any workday and over 40 hours in the workweek. Eight hours of labor constitutes a day's work, and employment beyond eight hours in any workday or more than six days in any workweek requires the employee to be compensated for the overtime at not less than:

1. One and one-half times the employee's regular rate of pay for all hours worked more than eight hours up to and including 12 hours in any workday, and for the first eight hours worked on the seventh consecutive day of work in a workweek; and
2. Double the employee's regular rate of pay for all hours worked more than 12 hours in any workday and for all hours worked in excess of eight on the seventh consecutive day of work in a workweek.

VACATION PAY

Vacation Pay Laws in California

Under California labor laws, your employer is **not** required to give you vacation time. However, if you do get vacation time, your employer cannot take vacation time away and has to pay for unused vacation time upon termination. If your employer fails to reimburse you for vacation time, you may be able to recover compensation by filing a claim or lawsuit.

Below, a [California employment law attorneys](#) discuss the following frequently asked questions about vacation and time-off pay for California employees:

1. Does my employer have to give me vacation time in California?

Under the California Labor Code, an employer is *not* required to provide vacation time or paid-time-off (PTO). Many employers provide employees with vacation time as a benefit; however, it is not required by law.

Employers can generally place restrictions on how vacation time is earned and if an employee is eligible for vacation time. Employers can also impose a waiting period on accruing vacation time for new employees, as long as the policy is clearly stated.¹

If your employer does provide PTO or vacation time, the employer has to treat vacation time like earned wages. Vacation time does not expire, even if the employee does not use their vacation time.

An employer cannot take away earned vacation time as a type of penalty. An employer is also required to pay out earned vacation time to an employee when they are terminated or leave the company.²

Example: Valerie works full-time at a retail clothing store which provides paid vacation time of 2-weeks per year. After a couple of years working for the company without taking any vacation, Valerie books a 2-week trip to Hawaii for the end of December.

Valerie is excited about her trip and tells her boss about the vacation. Valerie's boss says she cannot take a vacation then because that is the busiest time of the year for the store. Valerie says she will change her vacation. Instead,

Valerie doesn't show up to work on those days and goes on her vacation anyway.

When Valerie returns to work a couple of weeks later, her boss says Valerie is fired. In addition, Valerie's boss said she would lose the remainder of her vacation time because she abused the policy.

Valerie may be fired for violating the company's vacation policy. However, Valerie's boss cannot take away Valerie's remaining earned vacation time. Upon termination, Valerie's employer must compensate her for her earned vacation time.

Required Time Off

Employers do not have to provide vacation time; however, they may be required to provide meal breaks, rest breaks, and paid sick time. For non-exempt employees, an employer in California is [required to provide meal breaks and rest breaks](#) for work over a certain number of hours.³

Under California labor laws, employers in [California are required to provide all employees with paid sick leave](#); however, this is not the same as vacation pay. Employees who work at least 30 days a year are entitled to paid sick days.⁴

Paid sick days are accrued at a rate of not less than one hour per 30 hours worked. For example, if an employee works a 40-hour workweek, over the course of 6 weeks, the employee would have accrued a minimum of 8 hours of paid sick time.⁵

Unlike [overtime pay](#) and meal breaks, paid sick days are required for both [exempt and non-exempt workers in California](#).⁶

2. Can my employer take away my vacation time?

Vacation time is to be treated like earned wages. Once an employee earns their vacation time according to their employer's accrual rate, they cannot lose the vacation time.

In California, an employee's vacation time cannot expire. Some employers may claim that vacation time is under a “use-it-or-lose-it” policy. However, taking away “expired” vacation time is a violation of California labor law.⁷

An employer may require an employee to take time off and use vacation time but they cannot take vacation time away. An employer may require taking vacation time to avoid a buildup of too many vacation days for workers.

Employers may also place a reasonable cap on how many benefits an employee can earn. This prevents an employee from earning vacation time over a certain number of hours or days.⁸

An employer is also prohibited from taking away earned vacation time to reprimand an employee. An employer could change their company policy to take away the ability to earn vacation time but they cannot take an employee's vacation time away once it has accrued.

Example: Paula is an executive at a record company. Paula's company provides vacation time to employees as a benefit. Paula finds out her employees have been making fun of her taste in music. Paula confronts the employees and tells them that they don't deserve vacation time for such insubordination.

Paula may be able to change the company policy to no longer provide vacation time for employees. However, Paula cannot take away the vacation time already earned by the employees. Upon termination or separation, the employees must be compensated for their accrued vacation time.

3. Can my employer restrict my vacation time?

Employers may place restrictions on taking vacation time. These restrictions may include:

- A minimum amount of time to request time off
- Different time-off policies for managers and other employees
- Requiring pre-approval for taking days off
- A limit on the number of vacation days an employee can take in a row
- Vacation “blackouts” or restricted days that are not available as time off

However, an employer cannot restrict vacation time based on unlawful discrimination. An employer's vacation policy cannot discriminate based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.⁹

Example: Russell owns an electronics company. Russell does not like people from Sweden. Russell knows that St. Lucia Day is a popular Swedish holiday on December 13th. Russell has a vacation policy that says no one can take December 13th off, with no other vacation day restrictions.

Russel can place general restrictions on the company's vacation policy. However, Russell's policy may be in violation of California law. Since the company's only black-out date falls on a Swedish holiday, the vacation policy may be discriminatory based on national origin or ancestry.

4. Do I get paid for unused vacation time upon termination?

Upon termination or separation from a job, an employer is required to reimburse the employee for any unused vacation time.

According to California labor law, vacation time is like earned wages. Once an employee accrues vacation, they cannot lose the vacation time.¹⁰

Failure to reimburse an employee for unused paid-time-off after termination is like failing to pay an employee for hours worked. An employee has a legal cause of action [to seek unpaid wages in court](#). This includes unpaid wages for hours worked, overtime, or unused vacation time.

5. Can I sue my employer for unpaid vacation time?

It is illegal for an employer to take away vacation time or refuse to pay an employee for unused vacation time after the employee leaves the company.

In some cases, an employer may have in place a vacation policy that violates California labor laws. This may result in labor law violations for multiple employees. Successful unpaid vacation time [class action lawsuits](#) often involve missing compensation for paid-time-off or "expired" vacation time.

Additionally, it is illegal for an employer to retaliate against an employee for exercising their rights under California labor laws. An employer cannot retaliate, against an employee for citing wage and hour violations. Firing an employee for filing a labor violation claim may be considered ["wrongful termination"](#).¹¹

We have local employment law offices in and around Los Angeles, San Diego, Orange County, Riverside, San Bernardino, Ventura, San Jose, Oakland, the San Francisco Bay area, and several nearby cities.

Legal References:

1. Minnick v. Automotive Creations, Inc., No. D070555 (Cal. Ct. App. 4th Jul. 28, 2017).
2. [Labor Code 227.3](#) LC -- (“Unless otherwise prohibited by a collective-bargaining agreement, whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract or of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination.”)
3. Labor Code 512 LC -- Meal periods; requirements; order permitting meal period after six hours of work; exceptions; remedies under collective bargaining agreement. (“(a) An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.”)
4. Labor Code 246 LC -- Paid Sick Days (“(a)(1) An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section.”)
5. Labor Code 246 LC -- Paid Sick Days (“(b) (1) An employee shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment or the operative date of this article, whichever is later, subject to the use and accrual limitations set forth in this section.”)
6. Labor Code 246 LC -- Paid Sick Days (“(2) An employee who is exempt from overtime requirements as an administrative, executive, or professional employee under a wage order of the Industrial Welfare Commission is deemed to work 40 hours per work week for the purposes of this section, unless the

employee's normal workweek is less than 40 hours, in which case the employee shall accrue paid sick days based upon that normal workweek.”)

7. [Suastez v. Plastic Dress-Up Co., 31 Cal. 3d 774, 784 \(1982\)](#) (“The right to a paid vacation, when offered in an employer's policy or contract of employment, constitutes deferred wages for services rendered. Case law from this state and others, as well as principles of equity and justice, compel the conclusion that a proportionate right to a paid vacation "vests" as the labor is rendered. Once vested, the right is protected from forfeiture.”)
8. *Boothby v. Atlas Mechanical* (1992) 6 Cal.App.4th 1595, (“For some employers, particularly small businesses, a "no additional accrual" policy which permits accumulation of no more than a specified amount of unused vacation may be necessary to meet the employer's reasonable needs.”)
9. California Fair Employment and Housing Act 12940 -- Unlawful Practices, Generally. (“(a)For an employer, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, to refuse to hire or employ the person or to refuse to select the person for a training program leading to employment, or to bar or to discharge the person from employment or from a training program leading to employment, or to discriminate against the person in compensation or in terms, conditions, or privileges of employment.”)
10. Labor Code 227.3 LC, see footnote 2 above.
11. Labor Code 98.6 LC -- Discharge or discrimination, retaliation, or adverse action against employee or applicant for conduct delineated in this chapter or because employee or applicant has filed complaint or claim, instituted or caused to be instituted any proceeding under or relating to his or her rights or testified relating to the same on behalf of that person or another