



## California Wage Theft Prevention Act (WTPA) and Paid Sick Leave Benefits Notice To Employee

Effective January 1, 2012, California Labor Code section 2810.5(a) requires that the following information be provided to certain employees at the time of hire, in the language the employer normally uses to communicate employment-related information. This provision applies to **ALL non-union, non-exempt employees and ALL union, non-exempt**

**employees working under a Collective Bargaining Agreement (CBA), IF the CBA does not expressly provide for the wages, hours of work, and working conditions of the employee, and if the CBA does not provide premium wage rates for all overtime hours worked and a regular hourly rate of pay for those employees of not less than 30 percent above the state minimum wage.** For freelance employees this notice should be provided for each project for which they are hired. Employees must be paid the agreed rate for all work in the hired category on a project basis. Any rate changes must be documented by a new notice.

<b>Hiring Employer Legal Name/Prod. Co. (including any d/b/a/'s)</b> _____			
Main Office address _____	City _____	State _____	Zip _____
Mailing address (If different) _____	City _____	State _____	Zip _____
Phone (____) ____ - _____			
Is hiring employer a staffing agency/business (e.g. Temporary Services Agency; Employee Leasing Co.; or Professional Employer Organization [PEO])			
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

<b>Employee:</b> Name _____	Your Job/Occupation Category is: _____
Project Name/# _____	Start Date _____

<b>Non-Exempt Employees :</b> Rate(s) of pay \$ _____	Overtime rate(s) of pay \$ _____
Rate by (check box): <input type="checkbox"/> Hour <input type="checkbox"/> Day <input type="checkbox"/> Week <input type="checkbox"/> Other (provide specifics): _____	
Does a written agreement exist providing the rate(s) of pay? (check box) <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, are all rate(s) of pay and bases thereof contained in the written agreement? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Allowances, if any, claimed as part of minimum wage (incl. meals or lodging): _____	
(If the employee has signed the acknowledgment of receipt below, it does not constitute a "voluntary written agreement" as required under the law between the employer and employee in order to credit any meals or lodging against the minimum wage. Any such voluntary written agreement must be evidenced by a separate document.)	
<b>Regular pay day:</b> _____	

<b>Workers Comp. Ins. Carrier:</b> _____	Insured Employer of Record _____
Policy No.: _____	Address: _____ Phone: _____

<b><u>PAID SICK LEAVE BENEFITS</u></b>
Unless exempt, the employee identified on this notice is entitled to minimum requirements for paid sick leave under state law which provides that an employee:
a. May accrue paid sick leave and may request and use up to 3 days or 24 hours of accrued paid sick leave per year;
b. May not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and
c. Has the right to file a complaint against an employer who retaliates or discriminates against an employee for
1. requesting or using accrued sick days;
2. attempting to exercise the right to use accrued paid sick days;
3. filing a complaint or alleging a violation of Article 1.5 section 245 et seq. of the California Labor Code;
4. cooperating in an investigation or prosecution of an alleged violation of this Article or opposing any policy or practice or act that is prohibited by Article 1.5 section 245 et seq. of the California Labor Code.

**PAID SICK LEAVE BENEFITS CONTINUED**

The following applies to the employee identified on this notice: (Check one box)

- 1. Accrues paid sick leave only pursuant to the minimum requirements stated in Labor Code §245 et seq. with no other employer policy providing additional or different terms for accrual and use of paid sick leave.
- 2. Accrues paid sick leave pursuant to the employer's policy which satisfies or exceeds the accrual, carryover, and use requirements of Labor Code §246.
- 3. Employer provides no less than 24 hours (or 3 days) of paid sick leave at the beginning of each 12-month period.
- 4. The employee is exempt from paid sick leave protection by Labor Code §245.5. (State exemption and specific subsection for exemption): \_\_\_\_\_

**Acknowledgement of Receipt: (Optional)**

\_\_\_\_\_  
(PRINT NAME of Employer representative)

\_\_\_\_\_  
(PRINT NAME of Employee)

\_\_\_\_\_  
(SIGNATURE of Employer representative)

\_\_\_\_\_  
(SIGNATURE of Employee)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

The employee's signature on this notice merely constitutes acknowledgment of receipt.

Labor Code section 2810.5(b) requires that the employer notify you in writing of any changes to the information set forth in this Notice within seven calendar days after the time of the changes, unless one of the following applies: (a) All changes are reflected on a timely wage statement furnished in accordance with Labor Code section 226; (b) Notice of all changes is provided in another writing required by law within seven days of the changes. The full text of Labor Code section 2810.5 may be found at [www.leginfo.ca.gov/calaw.html](http://www.leginfo.ca.gov/calaw.html). Check "Labor Code" and search for "2810.5" in quotes.

This form is an adaptation of the template notice issued by CA DLSE in November of 2014 which may be found <http://www.dir.ca.gov/dlse/DLSE-publications.htm> and is designed to meet the specific production needs of AICP member companies. This form is intended solely for purposes of compliance with CA Labor Code Sec. 2810.5, is not a contract and does not change the "at will" status of any "at will" employee recipient. This form is made available as an aid to compliance with CA Labor Code Sec. 2810.5. It is not intended as legal advice, nor as a substitute for review by legal counsel.

**Duplicate signed copies to be provided to the employee and payroll service. Original should be retained by the Employer/ Production Co. for 6 years.**