



# Employee Handbook

DISCLAIMER: Information in this handbook is provided as reference only and is not intended to be use verbatim. Consult your employment law attorney to review policies specific to your organization.



## SECTION 1: EMPLOYMENT PRACTICES

### EMPLOYMENT AT-WILL

It is the goal of The Company to provide a positive work environment and income earning opportunities for all employees. However, it is also recognized that personnel changes are frequently initiated by employees and management alike. In this regard it is expressly understood that you retain your right to terminate your employment with The Company at any time and for any reason and The Company maintains a corresponding right to terminate your employment at any time for any reason. No section of this handbook is meant to be construed, nor should be construed, as establishing anything other than an employment-at-will relationship, nor does it limit management's discretion to make personnel decisions such as reassignment, change of wages and benefits, demotion, etc. Moreover, no one in the organization, other than the President, has the authority or legal ability to modify the at-will nature of the employment relationship. The President can do so only if it is clearly set forth in a written agreement that is signed by the President and the employee in question.

### EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION

It is Company policy to provide equal opportunity in employment, development and advancement for all qualified persons without regard to age (40 and over), ancestry, sex/gender (including gender identity, gender expression, pregnancy, childbirth and related medical conditions), color, marital status, registered domestic partner status, medical condition, genetic characteristics/information, national origin, physical or mental disability, race, religion (including religious dress and grooming practices), sexual orientation, military and veteran status, or any other classification protected by applicable law. Discrimination on the basis of any protected classification is prohibited. This policy applies to employees, applicants, and unpaid interns, and to every aspect of employment, including, but not limited to: hiring, advancement, transfer, demotion, layoff, termination, compensation, benefits, training and working conditions. Decisions will not be influenced by your membership in any of these categories, by a perception you fall within any of these categories or by your association with a person falling within any of these categories.

Appropriate disciplinary action, up to and including termination of employment, may be taken against any employee violating this policy against discrimination. Any employee making a complaint or report under this policy or opposing unlawful discrimination will not be retaliated against, in any way.

## POLICY AGAINST HARASSMENT

The Company is committed to providing a work environment free of unlawful harassment. We do not take this commitment lightly. In keeping with this objective, The Company maintains a strict policy prohibiting unlawful harassment, including harassment based on any of the following categories: race, color, religion, sex (including pregnancy, childbirth, or related medical conditions), gender identity, gender expression, national origin, ancestry, citizenship, age, physical or mental disability, legally protected medical condition, military or veteran status, marital status, domestic partner status, sexual orientation, genetic information, or other grounds protected under applicable local, state, or federal laws, regulations, and/or executive order except as allowed by law. Employees are also protected if they associate with someone who is, or is perceived to be, in one of those classifications. All such harassment is unlawful. Employees who engage in unlawful harassment may be held personally liable for their conduct.

The Company's policy prohibits all employees (including co-workers, supervisors and managers) from engaging in harassment whether directed toward other employees or non-employees with whom The Company has a business, service or professional relationship (including unpaid interns, volunteers, and persons providing services pursuant to a contract). Similarly, all non-employees and third parties are prohibited from engaging in harassment.

Under California law, such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission or rejection of the conduct is used as the basis for an employment decision; (3) the conduct sufficiently offends, humiliates, distresses, or intrudes upon the person, affects the person's ability to perform the job as usual (i.e., makes it more difficult to do the job), or otherwise interferes with and undermines the person's sense of well-being, or disrupts the emotional tranquility in the workplace. According to the U.S. Equal Employment Opportunity Commission ("EEOC"), unwelcome sexual advances, requests for sexual favors, and other verbal, physical or visual conduct based on sex constitute unlawful sexual harassment when (1) submission to such conduct becomes an implicit or explicit term or condition of employment, (2) submission to or rejection of the conduct is used as the basis for any employment decision, or (3) the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Prohibited behaviors include, but are not limited to, the following:

- Verbal conduct, for example: suggestive, insulting or derogatory comments, epithets, innuendoes, sounds, jokes, teasing or slurs based on any of the above categories, and sexual propositions or threats.
- Physical conduct, for example: assault, impeding or blocking movement, or any unwanted physical contact or interference with normal work or movement, including touching,

pinching, or brushing the body, when directed at an individual because of any of the above categories.

- Visual conduct, for example: derogatory posters, cartoons, graffiti, e-mails, blog or social media website postings, suggestive objects, pictures, letters or drawings; also such actions as leering, whistling or obscene gestures based on any of the above categories.
- Unwanted sexual advances, threats or demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment or some other contract benefits in return for sexual favors.

In addition, conduct based on any of the categories listed above, or any other characteristic protected by law, is not appropriate for the workplace and is prohibited, regardless of whether an individual makes a claim of prohibited behaviors.

#### EMPLOYEE RIGHTS - GENDER IDENTITY AND GENDER EXPRESSION

The Company does not discriminate against someone because they identify as transgender or gender non-conforming, including the perception that someone is transgender or gender non-conforming. The Education Fund honors employee rights for gender identity and expression. The Education Fund complies with California Law SB 396 which requires displaying the poster on transgender rights, and includes a discussion of transgender rights in training. Employees have rights to use facilities that correspond to their gender identity. Employees are allowed to dress in accordance with their gender identity and gender expression. Transgender or gender non-conforming employees will not be held to any different standard of dress or grooming than any other employee.

Furthermore, employees may not ask questions designed to detect a person's sexual orientation, gender identity or gender expression or be asked those questions in an interview. The Education Fund recognizes that employees' have the right to select and use the pronouns of their choice and ask that all employees be treated respectfully at all times.

#### ANTI-BULLYING

The Company prohibits bullying and abusive conduct in the workplace, including, but not limited to the following behaviors:

- Conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests.
- Repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct

- Behavior that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance.
- Behavior of a one-time event will not constitute abusive conduct, unless it is especially severe or egregious.

Employees are asked to bring any issue to the attention of management and follow the complaint handling procedure explained below.

## COMPLAINT HANDLING PROCEDURE

Employees who believe they have been subjected to harassment, discrimination, retaliation or prohibited behaviors should immediately report the facts of the incident or incidents, the names of the individuals involved, and the names of any witnesses to any of the following individuals: the employee's supervisor (if not the alleged wrongdoer), the President or CFO. All employees should immediately report any incidents of harassment, discrimination or retaliation they witness to any Company supervisor. If you receive a complaint of harassment, discrimination or retaliation from a non-employee, also immediately report the complaint to your supervisor, President or CFO. Supervisors must immediately report any complaint they receive to the President or CFO. No employee need fear any reprisal for reporting harassment, discrimination or retaliation.

Employees are requested to complete the "Supervisory Incident Report." After the incident report is received, qualified personnel will conduct a fair, impartial, timely and thorough internal investigation that provides appropriate due process, given the individual circumstances of the complaint, and reaches reasonable conclusions based on the evidence collected. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Confidentiality will be maintained throughout the investigation process to the extent possible, i.e., to the extent consistent with adequate investigation and appropriate corrective action.

The Company encourages employees and non-employees to report any incidents of behaviors forbidden by this policy immediately so that complaints can be quickly and fairly resolved.

If The Company reasonably concludes, after investigation, that a violation of this policy has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any supervisor, agent or other employee who has been found by The Company to have discriminated against another employee in violation of this policy will be subject to discipline. Discipline may range from a warning up to and including termination (even for a first offense).

The Company will notify the complaining individual in a timely manner of the outcome of the investigation and any action taken to correct the situation. If the internal investigation does not remedy the illegal harassment to the employee's satisfaction, the employee may file a harassment

charge with the local office of the Department of Fair Employment and Housing (DFEH) or the Equal Employment Opportunity Commission (EEOC). (The addresses and phone numbers of the local offices of the DFEH and the EEOC are posted in the employment posters in the workplace, and are listed in the white pages of the phone book and on the Internet.) Remedies available include back pay and reinstatement, as well as civil penalties. The law prohibits any employer from retaliating against any employee for filing a charge with the DFEH or EEOC or for cooperating in any manner with the DFEH or EEOC in its investigation of the charge.

**Non-Retaliation:** The Company strictly prohibits retaliation against any employee who reports or makes a complaint of discrimination or harassment, or who testifies, assists or participates in any Company, DFEH or EEOC investigation, proceeding or hearing. An employee who believes they have been retaliated against should notify the President or CFO so that a fair, impartial, timely and thorough internal investigation can be conducted. Supervisors must refer all complaints of retaliation to the President or CFO for the same purpose. If The Company reasonably concludes, after investigation, that a violation of this non-retaliation policy has occurred, effective remedial action will be taken, up to and including termination of employment.

If you have any questions concerning this policy, please feel free to contact your supervisor, the President or CFO.

#### DISABILITY ACCOMMODATION

The Company will make reasonable accommodations for employees with disabilities as required under state and federal laws. Requests for Accommodation should be made in writing to your supervisor, or alternatively, to the President or CFO. The Company may require medical certification of both the disability and the need for accommodation. Keep in mind that The Company can only seek to accommodate the known physical or mental limitations of an otherwise qualified disabled individual.

Therefore, it is your responsibility to come forward if you are in need of an accommodation.

We further recognize that employees with life-threatening illnesses, including but not limited to cancer, heart disease, and AIDS, may wish to continue engaging in as many of their normal pursuits as their condition allows, including work. As long these employees are able to meet acceptable performance standards with or without reasonable accommodation, and medical evidence indicates that their working does not present a significant threat (as defined by law) to themselves or others, they will be permitted to do so.

The Company may refuse to adopt an accommodation for reasons including, but not limited to, the following:

- the accommodation does not enable the disabled employee to sufficiently perform the "essential functions" of the job position;
- the accommodation poses a significant and imminent risk of substantial harm to the employee or to others;
- the accommodation requires that The Company violate safety laws, rules, regulations, or orders under the California Occupational Safety and Health Act or other state or federal laws; and
- the accommodation otherwise creates an undue hardship on The Company .

The Company is committed to not discriminating against any employee or applicant because they are related to or associated with a person with a disability. The Company will not retaliate against an employee for having requested an accommodation, regardless of whether or not the request for accommodation was granted.

#### PREGNANCY AND CHILDBIRTH ACCOMMODATION

The Company will, upon the employee's request, and on the advice of her healthcare provider, grant requests for reasonable accommodation (including, without limitation, reassignment to a less strenuous position) for pregnancy, childbirth or related medical conditions. The Company may require a doctor's certification of the condition and need for accommodation. Further, The Company complies with all applicable law pertaining to lactation accommodation.

#### RELIGIOUS ACCOMMODATION

The Company will make reasonable accommodations for sincerely held religious beliefs and observance of religious holidays and practices unless the accommodation would cause an undue hardship on The Company's operations. If you desire a religious accommodation, you are required to make the request in writing to your supervisor as far in advance as possible. The Company will engage in an interactive process with you to identify possible reasonable accommodations. You are expected to cooperate with The Company in seeking and evaluating alternatives.

#### AGE RESTRICTIONS

The Company does not use age as a determining factor regarding employment, compensation, duties, or other terms and conditions of employment. Employees over the age of 40 are protected from discrimination and harassment.

No one may be employed at an age less than that authorized under applicable law for the work to be performed. Candidates for hazardous employment must be 18 years of age or older.

#### PERSONNEL DATA CHANGES

It is the responsibility of each employee to promptly notify The Company of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents,

individuals to be contacted in the event of an emergency, employee's educational accomplishments, and other such status reports should be accurate and current at all times. If any personnel data has changed, notify your supervisor and the Payroll department.

### CONFIDENTIALITY

In the course of your work, you may have access to confidential information regarding the company, its suppliers, its customers, or perhaps even fellow employees. It is your responsibility to in no way reveal or divulge any such information unless it is necessary for you to do so in the performance of your duties. Access to confidential information should be on a "need-to-know" basis and must be authorized by your manager. Furthermore, any customized software that is property of The Company must be used for internal purposes only.

Your obligations to maintain the confidentiality of this information will continue after your employment with The Company terminates. Any breach of this policy will not be tolerated and legal action may be taken by The Company .

### EMPLOYEE RECORDS

Employees have a right to inspect documents in their employee files, except for letters of reference and certain other limited kinds of information, at reasonable times and at reasonable intervals. Employees have the right to request copies of all documents that they have signed. Contact Payroll to set up an appointment if you wish to see or copy certain documents in your employee file.

### EMPLOYEE REFERENCES

The Company's policy on references is to disclose only the dates of employment and the title of the last position held. No other information will be provided. Any other request must be authorized in writing. All requests for references must be directed to the CFO.

### HIRING PRACTICES

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### IMMIGRATION LAW COMPLIANCE

All offers of employment are contingent on verification of your right to work in the United States. On your first day of work you will be asked to provide original documents, and within the first three days of employment you must complete an I-9 form verifying your right to work as required by federal law. If at any time you cannot verify your right to work in the United States, The Company may be obligated to terminate your employment.

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### EMPLOYEE REFERRALS

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The Company appreciates the referral of friends and colleagues. The Company may offer a bonus for a successful employee you refer. The employee referral form must be completed. Hiring managers are not eligible for the bonus. The employee referral bonus is paid after the person you have referred has worked 60 days.

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#### EMPLOYEE RECORDS

An employee file will be maintained for each employee to collect hiring, payroll, and performance related documents. Only people with a “need to know” will have access to the contents of the file. Confidential information (relating to financial or other protected information) will be maintained in a separate file. Any medical information, or information related to a workers’ compensation injury or leave of absence will be kept in a separate locked location.

## SECTION 2: COMPENSATION AND WAGE AND HOUR

### EMPLOYEE CLASSIFICATIONS

It is the intent of The Company to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and The Company .

#### EXEMPT VS. NONEXEMPT

Each employee is designated as either **NONEXEMPT** or **EXEMPT** from federal and state wage and hour laws. **NONEXEMPT** employees are entitled to overtime pay under the specific provisions of federal and state laws. **EXEMPT** employees are excluded from specific provisions of federal and state wage and hour laws and are not entitled to overtime.

#### PART TIME AND TEMPORARY POSITIONS

**REGULAR FULL-TIME** employees are those who are regularly scheduled to work and regularly work thirty (30) or more hours per week. Regular full-time employees are eligible for all legally mandated and benefits, and Company-provided benefits as appropriate.

**REGULAR PART-TIME** employees are those who regularly work at least 30 hours per week. Part-time employees receive all legally mandated benefits (such as Social Security and workers' compensation insurance) and may be eligible for certain Company-sponsored benefits, upon qualification.

**TEMPORARY** employees are those employees hired through agencies on an as-needed, temporary basis. Payment is made to the agencies and, as such, temporary employees are not recognized as The Company employees eligible for Company benefits, unless otherwise required by law.

### JOB DESCRIPTION

Your job description will include a classification of status, either Exempt or Non-Exempt, based on the duties, discretion used on the job, management or supervisory duties, and other aspects of your position. An employee's **EXEMPT** or **NONEXEMPT** classification may be changed only upon written notification by management.

## WORK SCHEDULES

The Company's work week for most employees is normally 40 hours per week. Your manager will assign your individual work schedule based on business needs.

## PAYROLL ADVANCES AND LOANS

The Company does not permit advances against paychecks or against unaccrued vacation. No employee loans will be approved.

## PAYROLL TAX DEDUCTIONS

Federal and state laws require that The Company withhold certain taxes from your wages: (1) Federal income tax; (2) California income tax (if in California); (3) Federal Insurance Contributions Act (FICA) (Social Security and Medicare); and (4) California State Disability Insurance (SDI) (if employed in California). The Company will take other deductions from your wages as required by state or local law. If you want to change the number of your exemptions for federal or state income tax withholding purposes, please contact Payroll.

## PAYMENT OF WAGES

Nonexempt employees of The Company are paid weekly every Wednesday for the previous week. Exempt employees are paid on the 16<sup>th</sup> and the first day of the month. If a regular payday falls on a holiday or weekend, employees will be paid on the preceding workday.

## ADMINISTRATIVE PAY CORRECTIONS

The Company takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of Payroll so that corrections can be made as quickly as possible.

## EXPENSE REPORTING

In order to be reimbursed for business-related expenses, each employee must complete and submit the standard expense reporting form to accounting on a semi-monthly basis. All receipts (as required by income tax regulations) are to be submitted with the expense report. Employees must

submit a fully completed expense report, signed by their supervisor, before an expense check is processed. Most expenses are added to semi-monthly paychecks.

## TRAVEL AND EXPENSE REIMBURSEMENT

Employees will be reimbursed for legitimate business-related expenses including out-of-town lodging and travel expenses, entertaining customers, out-of-town telephone calls, mileage for using personal vehicles for business use, and any other legitimate business-related expenses in accordance with the law.

## DIRECT DEPOSIT

The Company offers the benefit of direct deposit to your checking account, savings account, or a combination of both. If you are interested in this benefit, please contact Payroll for applicable forms. It normally takes 30 days for the paperwork to be processed by your bank before your direct deposit takes effect. Until that time, you will receive a regular paycheck.

## TIME RECORDS

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### EXEMPT PAY PRACTICES AND TIME RECORDS

Generally, exempt employees are paid the same amount each pay period, without regard to the quality or quantity of work. Exempt employees will be asked to record their time worked on an exception basis (vacation, jury duty, etc.).

Deductions to exempt pay may be done at the discretion of management only in limited circumstances as allowable by law, for example:

- Exempt employees do not need to be paid for any workweek in which they perform no work.
- Exempt employees who are absent for a day or more for personal reasons other than sickness or accident. (Note that these deductions must be made only in full-day increments – not for partial-day absences.)
- Penalties imposed for violation of safety rules of major significance.
- To offset any amounts received by an employee as jury or witness fees or military pay; however, beyond those offsets, deductions may not be made for absences caused by employee jury duty, attendance as a witness or temporary military leave.

- Unpaid disciplinary suspensions of one or more full days for breaking workplace conduct rules.
- Partial weeks worked during the initial or final weeks of employment. For example, if Joe resigns in the middle of a workweek, pay him only for the days actually worked in that week.
- In some cases, when a salaried/exempt employee has worked a reduced or intermittent work schedule under (FMLA).

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#### NONEXEMPT PAY PRACTICES AND TIME RECORDS

All non-exempt employees are required to keep an accurate record of their hours worked on the “Employee Time Card” in the employee portal. Your time record must be accurate since it is used to complete your payroll check. Care should be taken to see that your time record is an accurate reflection of your hours worked. If for any reason you fail to record your time correctly, you should see your supervisor immediately so that the error or omission can be corrected on the employee portal.

The following rules must be observed regarding NONEXEMPT time records:

- Non-exempt employees must indicate their actual hours worked on the time card. The process includes recording their time in and out daily, and their time out and in for meal periods. If the employee leaves the premises for a personal reason, they must clock out or record their time out.
- You should not start work or record your time for more than 5 minutes before or 5 minutes after your work shift. Exceptions are permissible only when you have received advance written approval by your supervisor to work overtime.
- You must sign a record of your time entries at the end of each pay period, provided they are completely correct.
- You should only record your own time. Violators are subject to disciplinary action.
- Any overtime must be noted (see below for additional rules regarding overtime).
- Any modifications or alterations on your time record must be approved by your supervisor.

#### OVERTIME (NON-EXEMPT EMPLOYEES)

If you are a **NONEXEMPT** employee, you will be paid in accordance with state and federal overtime requirements. **EXEMPT** employees are not entitled to overtime pay.

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Overtime will be paid to eligible non-exempt employees according to applicable California, Nevada and/or Federal law.

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#### OVERTIME MUST BE AUTHORIZED IN ADVANCE

Prior to working overtime, an employee must receive approval from his/her direct supervisor. Verification of this approval must be in written form. Signature or initial of the supervisor on his/her timecard next to the overtime hours is deemed sufficient for this purpose. Because unauthorized overtime is against Company policy, employees who work unauthorized overtime will be compensated, but may be subject to disciplinary action, up to and including immediate discharge.

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#### CALCULATION OF OVERTIME

All California and Nevada-based non-exempt employees will be paid overtime after working 8 hours in a day or 40 hours in a week. California non-exempt employees are also entitled to two times their regular rate of pay for any work performed beyond 12 hours per day and for any hours worked after eight hours on the seventh consecutive workday of a workweek.

Overtime is computed on the basis of total hours worked in a workday or work week. Hours that are paid for but not worked (e.g., holidays, sick days, vacation, etc.) do not count as hours worked for overtime purposes.

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#### PAYMENT OF OVERTIME

All hours worked must be recorded on the time card. Any overtime will be calculated, the appropriate rate calculated, and the amount will be paid by the following pay period. As regular pay, overtime pay is subject to tax withholding.

#### BREAKS (NON-EXEMPT EMPLOYEES)

The Company provides non-exempt employees with paid breaks as required by California and Nevada state law. Generally, a nonexempt employee would receive a paid ten-minute break every four (4) hours worked or major fraction. Breaks should be in the middle of each four-hour work period to the extent practicable.

A break is paid time when you are relieved of all work duties and responsibilities. Employees must be back at their work location and ready to resume work when their break is over. Breaks may not be combined, added to a meal period, or taken at the very beginning or very end of the day. Insofar as practicable, breaks should be in the middle of each work period. Employees must ensure that they take their breaks every day. If any employee is unable to take his/her break time, the

employee must notify his/her supervisor at the time the employee is unable to take the break. Failure to follow this notification requirement may lead to discipline, at Company's discretion.

#### MEAL PERIOD/LUNCH BREAK (NON-EXEMPT EMPLOYEES)

The Company provides non-exempt employees with unpaid meal periods/lunch breaks as required by California and Nevada state law. While the law provides a minimum of a half hour break, The Company will generally provide a full hour unpaid break. Breaks should be scheduled to allow for coverage of work and must be coordinated with your supervisor.

A meal period/lunch break is an unpaid period when employees are relieved of all work duties and responsibilities, generally for the purpose of consuming a meal. Employees may leave the premises during meal breaks, if they choose to do so. Employees must record their time out or clock out when taking a meal break and record their time in or clock back in when they resume working. During the meal period break, employees may not perform any work-related activities.

Using meal breaks to start work late or leave work early is not acceptable. Employees must work at least one hour in a day before taking a meal break, and must begin their meal break after no more than five hours of work. If an employee is unable to take his/her meal break or take it in a timely manner, the employee must notify his/her supervisor before or at the time the employee is unable to take the meal break. Failure to follow this notification requirement may lead to discipline, at Company's discretion.

Non-exempt employees working more than 10 hours are required to take a second meal break to begin after working no more than 10 hours of work. Employees working more than 10 hours, but less than twelve hours, may voluntarily waive their second meal period.

#### TELECOMMUTING (WORK FROM HOME)

Telecommuting can be informal, such as working from home for a short-term project or on the road during business travel, or formal, as described below. Other informal, short-term arrangements may be made for employees on family or medical leave, to the extent practical for the employee and the organization and with the consent of the employee's health care provider, if appropriate. All informal telecommuting arrangements are made on a case-by-case basis, focusing first on the business needs of the organization. Such informal arrangements are not the focus of this policy.

**Eligible Employees:** Non-exempt employees are not eligible for a telecommuting arrangement due to the nature of their work. Exempt employees requesting formal telecommuting arrangements must have been employed with The Company or a minimum of 12 months of continuous, regular employment and must have exhibited above-average performance, in accordance with The Company's performance appraisal process.

Before entering into any telecommuting agreement, the employee and manager, with the assistance of the President, will evaluate the suitability of such an arrangement paying particular attention to the following areas:

- **Employee suitability.** The employee and manager will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful telecommuters.
- **Job responsibilities.** The employee and manager will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement.
- **Equipment needs, workspace design** considerations and scheduling issues.
- **Tax and other legal implications** for the business use of the employee's home based on Internal Revenue Service (IRS) and state and local government restrictions. Responsibility for fulfilling all obligations in this area rests solely with the employee.

If the employee and manager agree, and the President concurs, a draft telecommuting agreement will be prepared and signed by all parties, and a three-month trial period will commence. Any telecommuting arrangement made will be on a trial basis for the first three months, and may be discontinued, at will, at any time at the request of either the telecommuter or the organization.

**Supplies and Expenses:** The Company will supply the employee with appropriate office supplies (pens, paper, etc.) for successful completion of job responsibilities. The Company will also reimburse the employee for all other business-related expenses such as phone calls, wi-fi costs and shipping costs that are reasonably incurred in accordance with job responsibilities.

**Equipment and Work Station:** The Company will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, modems, phone and data lines, facsimile equipment or software, and photocopiers) for each telecommuting arrangement on a case-by-case basis. The human resource and information system departments will serve as resources in this matter. Equipment supplied by the organization will be maintained by the organization. Equipment supplied by the employee, if deemed appropriate by the organization, will be maintained by the employee. The Company accepts no responsibility for damage or repairs to employee-owned equipment. The Company reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the organization is to be used for business purposes only. The telecommuter should sign an inventory of all office property and agrees to take appropriate action to protect the items from damage or theft. Upon termination of employment all company property will be returned to The Company, unless other arrangements have been made.

The employee will establish an appropriate work environment within their home for work purposes. The Company will not be responsible for costs associated with initial setup of the employee's home office such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space. Employees will be offered appropriate assistance in setting up a work station designed for safe, comfortable work.



**Security and Confidentiality.** Consistent with the organization's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary company and customer information accessible from their home office. Steps include use of locked file cabinets and desks, regular password maintenance, and any other steps appropriate for the job and the environment.

Employees entering into a telecommuting agreement may be required to forfeit use of a personal office or workstation in favor of a shared arrangement to maximize organization office space needs.

**Safety:** After equipment has been delivered, a designated representative of The Company will visit the employee's home worksite to inspect for possible work hazards and suggest modifications. Repeat inspections will occur on an as-needed basis. Injuries sustained by the employee while at their home work location and in conjunction with their regular work duties are normally covered by The Company's workers' compensation policy. Telecommuting employees are responsible for notifying the employer of such injuries in accordance with company workers' compensation procedures. The employee is liable for any injuries sustained by visitors to their worksite.

**Work Schedule:** The employee and manager will agree on the number of days of telecommuting allowed each week, the work schedule the employee will customarily maintain, and the manner and frequency of communication. The employee agrees to be accessible by phone or modem within a reasonable time period during the agreed-on work schedule.

**Evaluation:** Evaluation of telecommuter performance during the trial period will include daily interaction by phone and e-mail between the employee and the manager, and weekly face-to-face meetings to discuss work progress and problems. At the conclusion of the trial period the employee and manager will each complete an evaluation of the arrangement and make recommendations for continuance or modifications. Evaluation of telecommuter performance beyond the trial period will be consistent with that received by employees working at the office in both content and frequency but will focus on work output and completion of objectives rather than on time-based performance.

**Communication:** An appropriate level of communication between the telecommuter and supervisor will be agreed to as part of the discussion process and will be more formal during the trial period. After conclusion of the trial period, the manager and telecommuter will communicate at a level consistent with employees working at the office or in a manner and frequency that seems appropriate for the job and the individuals involved.

**Child Care:** Telecommuting is *not* designed to be a replacement for appropriate child care. Although an individual employee's schedule may be modified to accommodate child care needs, the focus of the arrangement must remain on job performance and meeting business demands. Prospective telecommuters are encouraged to discuss expectations of telecommuting with family members prior to entering into a trial period.

The availability of telecommuting as a flexible work arrangement for employees of The Company can be discontinued at any time at the discretion of the employer. Every effort will be made to

provide 30 days' notice of such a change to accommodate commuting, child care and other problems that may arise from such a change. There may be instances, however, when no notice is possible.

## SECTION 3: EMPLOYEE BENEFITS

This section of the handbook is designed to acquaint employees with some of the significant features of The Company's comprehensive benefit program. However, it is important to remember that more detailed information on certain group insurance and retirement plans is set forth in the official plan summaries and other documents that govern the plans. Accordingly, if there is any real or apparent conflict between the brief summaries contained in this handbook and the terms, conditions or limitations of the official plan documents, the provisions of the official plan documents will control. Employees will be provided with official plan summaries when they become eligible for participation in the group insurance and retirement plans.

### HEALTH INSURANCE

Eligible full-time employees working over 30 hours and their families are covered by medical, vision, and dental insurance with an employee contribution requirement following a waiting period. For specific details including coverages, exceptions, deductibles and limitations, contact the CFO.

### PROFIT SHARING

Eligible employees may be offered to participate in the Profit Sharing Plan as defined in the Summary Plan Description.

### VACATION POLICY

It is the policy of The Company to grant vacations, as an opportunity for employees to freshen their energies and point of view by a change from working routines.

**Use of Vacation time:** During scheduled vacations, employees should be relieved of any work duties and responsibilities. Vacation may also be used for sick leave purposes or other paid leave as needed.

**Vacation Accrual:** Upon hire, employees begin to accrue vacation time. A total of ten (10) days is accrued for the first 12 months of employment (or prorated for part-time employees). Thereafter, an employee earns vacation days as follows:

Maximum Vacation Accrual		Per Weekly Pay Period (Non-Exempts)	Per Bi-monthly Pay Period (Exempts)
Year	Days for Year		
1st year through 5 <sup>th</sup> year	10 days each year	1.54 hours	3.33 hours
6th through 19th year	15 days each year	2.31 hours	6.66 hours
20th year and thereafter	20 days each year	3.08 hours	10 hours

**Part-time Employees’ Vacations:** An employee will accrue vacation time at the percentage of time they work, e.g., an employee who works 50% of full time will be entitled to 50% of full-time vacation time.

The above schedule assumes a full year of employment, for example, an employee terminating on June 30 (1/2 year) in the 2<sup>nd</sup> year would have earned only 5 vacation days for that year and would only be due any unused, accrued vacation.

**Vacation Advances:** Vacation advances are not allowed except with the pre-approval of management.

**Vacation Accrual Cap:** Employees are encouraged to use vacation throughout the year. Employees may only roll over a maximum of five (5) days to the next year. Reminders will be sent to employees about vacation usage to ensure that vacation time is used prior to the end of the year. If the employee still has excess vacation time, vacation time will be imposed upon an employee, or the vacation time will be paid out at the end of the year (except the allowable 5 days roll over) at the discretion of management.

**Mandated vacation:** Employees may be required to take vacation time during slack work periods or during times of bad weather as determined by your supervisor. Managers can mandate that a person take vacation time so that it is used prior to the end of the year (less the allowable 5-day carryover).

**Vacation Requests:** A vacation request should be submitted at least one (1) month in advance. Employees should use the “Vacation Request Form.” Vacation schedules are to be mutually agreed upon by the supervisor and the employee with due consideration to work requirements.

**Length of Vacation:** Vacation will ordinarily be taken in periods of not more than 10 working days, but may, with prior approval of Management, be in periods up to the full amount earned. A holiday observed by The Company during the approved vacation period will not count as a day of vacation.

**Vacation Pay Upon Termination:** Employees terminating employment will be paid pro-rata earned vacation time remaining in their account. Former employees are considered new hires for purposes of accruing vacation time. If rehired within 12 months, their paid vacation accrual rate will be reinstated as if the employment were continuous.

**HOLIDAYS**

Regular full-time employees are eligible for the following paid holidays:

<b>Paid Holidays</b>
New Year’s Day
President’s Day (observed in California)
Memorial Day
Independence Day (observed)
Labor Day
Nevada Day (state holiday in Nevada)
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

In addition to the above holidays, floating holidays may be established by the President.

After completion of orientation periods, regular part-time employees will be paid for Company-designated holidays.

To receive holiday pay, an eligible employee must be at work, or on an authorized absence, on the work day immediately preceding and immediately following the day on which the holiday is observed. If an employee is absent on one or both of these days because of an illness or injury, The Company reserves the right to verify the reason for the absence before approving holiday pay.

When a holiday occurs on a Saturday or Sunday, management will determine when the holiday will be observed.

If a holiday occurs during an employee's vacation period, the employee will receive holiday benefits, and their vacation bank will not be affected for that day.

The Company recognizes that some employees may wish to observe, as periods of worship or commemoration, certain days which are not included in The Company's holiday schedule. Accordingly, employees who would like to take a day off for such reason may be permitted to do so if the employee's absence from work will not result in an undue hardship to The Company's

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business and if prior approval has been obtained from the employee's supervisor. Employees may use accumulated days of paid absence on such occasions, or they may take such time off as an unpaid, excused absence.

## PAID SICK LEAVE

### SICK LEAVE –FULL-TIME EMPLOYEES

Every January 1 (“Replenishment Date”) all full-time employees, other than field construction employees covered by a collective bargaining agreement, who are employed on that date will receive 6 days or 48 hours of Paid Sick Leave (“PSL”) to use, if necessary, during the calendar year. Paid Sick leave will be replenished on January 1 of every year.

Employees who are hired after January 1 and before June 30 in a given year will receive 4 days or 32 hours of PSL hours to use, if necessary. Employees who are hired after June 30 in a given year will receive 3 days or 24 hours of PSL hours to use, if necessary, by January 1 of the following year. No employee may use paid sick leave until the 90th day of employment. There is no carry-over of unused sick leave from year-to year.

If an employee separates from The Company and is rehired prior to January 1 of any year, the previous balance of unused PSL at the time of separation will be reinstated. The employee will be entitled to use the previous unused paid sick days up to 6 days or 48 hours by December 31 of the year in which he/she is rehired.

### USE OF SICK TIME

Employees are entitled to use PSL beginning on the 90th day of employment in increments of no less than two (2) hours. Employees must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use sick leave is not foreseeable, the employee must provide notice as soon as practicable. The Company may request a certification from a licensed medical practitioner for any absence due to illness or disability. An employee will not receive pay in lieu of sick leave under any circumstances, nor will the employee receive pay for unused sick leave upon termination of employment.

Paid sick leave may be used for diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee’s “family member”. For purposes of this policy “family member” means any of the following: (1) A child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands *in loco parentis*. This definition of a child is applicable regardless of age or dependency status. (2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who *stood in loco parentis* when the employee was a minor child. (3) A spouse. (4) A registered domestic partner. (5) A grandparent. (6) A grandchild. (7) A sibling.

Further, paid sick leave may be used by any employee who is subjected to domestic violence, sexual assault, or stalking and needs time off from work to obtain or attempt to obtain a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health,

safety, or welfare of their child. An employee who is subjected to domestic violence, sexual assault, or stalking may take paid sick leave to seek medical attention for injuries caused by domestic violence, sexual assault, or stalking; to obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; to obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; and to participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation. The Company will not retaliate or discriminate against employees for requesting or using their paid sick days.

The Company retains the right to require verification from a licensed healthcare provider in all cases of absences three or more consecutive days and in case of intermittent or reduced schedule time off.

**Sick Leave Pay Rate.** Sick leave pay for non-exempt employees is calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

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#### SICK LEAVE –PART-TIME EMPLOYEES

Every January 1 ("Replenishment Date") all part time employees, other than field construction employees covered by a collective bargaining agreement, who are employed on that date will receive 3 days or 24 hours of Paid Sick Leave ("PSL") to use, if necessary, during the calendar year. Paid Sick leave will be replenished on January 1 of every year.

Part-time employees who are hired after January 1 in a given year will receive will receive 3 days or 24 hours of PSL hours to use, if necessary, by January 1 of the following year. No part-time employee may use paid sick leave until the 90th day of employment. There is no carry-over of unused sick leave from year-to year.

**Sick Leave Pay Rate.** Sick leave pay for non-exempt employees is calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

#### KIN CARE LAW

The Kin Care Law allows employees to use one-half of their annual Sick Time Off to attend to the illness of a child, parent, spouse or registered domestic partner of the employee. Kin Care is intended to complement FMLA and/or CFRA, by allowing employees to take a paid leave to care for their family members. Kin Care law provisions run concurrently with FMLA and CFRA, when the leaves are taken to care for an ill family member. The use of Sick Time Off does not extend the maximum period under FMLA/CFRA.

#### LACTATION ACCOMMODATION

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As required by California law, The Company will provide lactating employees who wish to express breast milk at work with a reasonable amount of break time and a location to express breast milk in private.

**Location:** Lactation rooms will be supplied with: Chair, table, electrical outlet(s) close to table, locking door, small refrigerator to store milk only, paper towel dispenser.

**Breaks:** An employee who is a nursing mother may request reasonable lactation breaks during work hours for the purpose of expressing breast milk for her nursing child for one year after the child's birth. The employee may schedule lactation break times when she needs them.

Supervisors/managers and employees will work together to establish reasonable, flexible, and mutually agreeable times each day that do not unduly disrupt normal work activities.

#### DISABILITY PAYMENT BENEFIT

Although not required by the States of California or Nevada, The Company will pay regular full-time employees the difference between 2/3 of regular pay and the amount paid or payable by State Disability Insurance (S.D.I.) for up to three (3) months. The disability has to be evidenced and may include a statement from a physician.

Employees must be employed for a minimum of twelve (12) months with The Company before they are eligible for disability payments pursuant to this provision.

The employee is responsible for filing for State Disability Insurance payments, The Company calculates its payment portion taking allowable, or estimated to be allowable, S.D.I. payment into consideration and without regards to actual receipt of S.D.I. checks or delays in processing of application.

#### WORKERS' COMPENSATION

Should you become injured or ill in the course of the work day, immediately notify your immediate supervisor. If your injury or illness is serious enough to require attention, we want to help you obtain attention or assist you in getting to the proper place for necessary attention.

If you suffer a work-related injury or illness, you may be eligible for benefits under the state's workers' compensation program.

Any injuries sustained at work must be reported in order to be considered valid claims under California's or Nevada's Workers' Compensation laws. The Company must be informed of any work-related injuries in order to comply with federal and state injury record keeping requirements.

If treatment is required by a physician, you will need to complete some necessary forms prior to your visit with the doctor, except in case of emergency. The Company will direct you to an authorized health care facility for treatment, unless you have previously given written notice to the Safety Director of your desire to be treated by a particular physician or health care provider.

After seeing a physician for a work-related injury, you are required to report directly back to your supervisor. If your shift has ended and/or the physician sends you home, then you will need to contact your supervisor prior to your return to work. If, at the time of injury, a physician's visit is not required but later you need to see a physician, you will need to notify your supervisor immediately. If you are unable to contact your supervisor, then notify the Safety Director.

It is extremely important that you follow these procedures. If you fail to keep your supervisor advised, you will be subject to disciplinary action up to and including immediate discharge.

You will be permitted to return to work following an injury resulting in an absence of more than three days only upon presenting a sufficient medical release signed by your physician or health care provider.

**Workers' Compensation Fraud:** The Company will not tolerate Workers' Compensation Fraud under any circumstances. Workers' Compensation fraud is a felony; and any employee found guilty of such conduct may be subject to fines, imprisonment, and, of course, immediate discharge. The Company may grant rewards to those employees who provide information leading to the arrest and conviction of a perpetrator. Any such information should be reported in confidence to the Safety Director. Because fraudulent Workers' Compensation claims substantially damage The Company's financial health (thereby threatening the employees' jobs), it is in the employees' best interests to eliminate fraudulent claims.

## COBRA COVERAGE

You and your covered dependents will have the opportunity to continue medical and/or dental benefits for a period of up to 36 months under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) when group medical and/or dental coverage for you and your covered dependents would otherwise end due to your death or because:

- your employment terminates, for a reason other than gross misconduct; or
- your employment status changes due to a reduction in hours; or
- your child ceases to be a "dependent child" under the terms of the medical and/or dental plan; or
- you become divorced or legally separated; or
- you become entitled to Medicare.

In the event of divorce, legal separation, or a child's loss of dependent status, you or a family member must notify the plan administrator within 60 days of the occurrence of the event. The plan administrator will notify the individuals eligible for continuation coverage of their right to elect COBRA continuation coverage.

## SECTION 4: STANDARDS OF CONDUCT

### EMPLOYEE CONDUCT AND WORK RULES

To ensure orderly operations and provide the best possible work environment, The Company expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization. The Company is an at-will employer, and it requires employees to behave in a professional and respectful manner. While it is not possible to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Theft of Company or personal property. Employees will be subject to prosecution.
- Violation of Safety Rules.
- Willful or negligent damage or abuse of Company property.
- Possession, consumption, or being under the apparent influence of alcohol, illegal or non-prescribed drugs on the jobsite or workplace.
- Acts of sabotage.
- Possession of firearms or lethal weapons on the jobsite or workplace.
- Making or stating false claims or falsifying any reports or records, including time records.
- Fighting or threatening violence in the workplace.
- Operating Company vehicles or equipment on or off a jobsite or workplace in an unsafe manner.
- Refusal to accept lawful work assignment.
- Insubordination or other disrespectful conduct.
- Poor or irregular attendance, including excessive tardiness or absences.
- Leaving workplace or jobsite without supervisor's authorization.
- Unsatisfactory work.
- Late starts/early quits.
- Misuse or loss of tools, equipment, or facilities.
- Interfering with the work of any other employee.
- Failure to properly check equipment before startup or failure to properly fill out equipment report daily as required for major equipment.
- Personal use, without specific permission from the Operations Manager of Company, equipment, tools, supplies or surplus materials.
- Continual use of abusive language or rude, offensive conduct on the jobsite or workplace
- Acts of harassment or ridicule of other employees based on their race, color, national origin, sex, sexual orientation, marital status, religion, ancestry, mental or physical disability, medical condition, age or any other characteristic protected by law.
- Bullying or engaging in malicious behavior.
- Engaging in unethical or illegal conduct.

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- Unauthorized use of telephones, mail system, or other employer-owned equipment
- Unauthorized disclosure of business "secrets" or confidential proprietary information
- Violation of any Company's policies.

Employment with The Company is at the mutual consent of The Company and the employee, and either party may terminate that relationship at any time, with or without reason, cause, and with or without advance notice.

## APPEARANCE/WORK ATTIRE

You represent The Company with your appearance as well as your actions. The properly attired individual helps to create a favorable image for The Company, to the public and fellow employees.

**Business casual definition:** Employees should use their discretion in determining appropriate work attire. Some examples of inappropriate attire are shorts, tank tops, tube tops, halter tops with spaghetti straps, underwear as outerwear, or off-the-shoulder tops. Skirt length must fall at or below the knee and any type of low-cut shirt or blouse is deemed inappropriate. At no time is attire appropriate that reveals cleavage or excessive amounts of skin appropriate. If you wonder whether your attire is appropriate, it probably isn't appropriate.

**Personal Hygiene:** Employees are expected to maintain the highest standards of personal cleanliness and present a neat, professional appearance at all times. Personal hygiene is important and employees should always be clean and free of any scent, whether from excessive perfume, cologne, after shave, or due to body odor. Nails should be neatly cut and long nails are discouraged. The Company reserves the right to amend this policy and to send employees home without pay for not following the established dress code.

## SMOKING POLICY

California and Nevada state laws prohibit smoking in any enclosed public space; in any place of employment; or within 20 feet of doorways, windows, or ventilation openings of buildings. Smoking is a health hazard to smokers and those exposed to their smoke. Employees are expected to be courteous and respectful of the rights of others. Therefore, smoking is permitted in designated outside areas and while on lunch/meal break only.

All smoking breaks must be authorized by your supervisor. Cigarette butts must be properly disposed of in provided receptacles.

This policy applies to all smoking, including the use of cigarette replacements (electronic cigarettes).

## CELL PHONE USE IN THE WORKPLACE AND WHILE DRIVING

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The Company recognizes that cell phones and other electronic communications devices (such as smart phones and PDAs) have become valuable tools in managing our professional and personal lives. However, cell phones and other communications devices can raise a number of issues involving safety, security, and privacy. Employees should confine personal cell phone calls, e-mails, text messages and other electronic communications to non-working hours of the day, such as lunch breaks or other rest period breaks. Employees should be courteous of their co-workers and keep ring tones on vibrate or low while at work. Employees should not use handheld held devices of any kind for personal communications during business meetings.

The use of a cellular telephone, smart phone, PDA or any other electronic device while driving on Company-related business is prohibited. Moreover, the use of a cellular telephone, smart phone, PDA or any other electronic device while driving is prohibited if such use is Company-related. If you must make a cellular telephone call or use your email while driving on Company-related business or make/send a Company-related call/email while driving, then you must find a safe place to pull-over and have your conversation or access your email. If you receive a call or email while driving on Company-related business or if the call/email is Company-related, then you must find a safe place to pull-over and have your conversation or respond to the email.

#### ATTENDANCE AND PUNCTUALITY

To maintain a safe and productive work environment, The Company expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on The Company. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

Any employee absent because of an injury or illness may be required to provide The Company with a signed physician's note verifying the condition and releasing the employee to work, at The Company's discretion. Any absences of three days or more, intermittent absences or ongoing partial day absences will always require a medical certification. Failure to follow these procedures shall result in disciplinary action. Excessive absenteeism as judged by The Company will result in disciplinary action up to and including discharge.

In the event that an employee fails to advise The Company of their whereabouts for three (3) consecutive work days, the employee will be deemed to have voluntarily resigned from their employment with The Company and will be removed from the payroll.

## PREVENTING WORKPLACE VIOLENCE

The Company is committed to providing a safe, violence-free workplace and strictly prohibits employees, consultants, customers, visitors, or anyone else on Company premises or engaging in a Company-related activity from behaving in a violent or threatening manner. As part of this policy, The Company seeks to prevent workplace violence before it begins and reserves the right to deal with behavior that suggests a propensity towards violence even prior to any violent behavior occurring.

Workplace violence includes:

1. Threats of any kind (whether or not they may be joking);
2. Threatening or violent behavior, such as intimidation of or attempts to instill fear in others;
3. Other behavior that suggests a propensity toward violence. This can include belligerent speech, excessive arguing or swearing, theft or sabotage of Company property, or a demonstrated pattern of refusal to follow Company policies and procedures;
4. Defacing Company property or effecting physical damage as to the facilities;
5. With the exception of security personnel, bringing weapons or firearms of any kind on Company premises, in Company parking lots, or while conducting Company business.

If any employee observes or becomes aware of such actions or behavior by an employee, customer, consultant, visitor, or anyone else, they should notify their supervisor immediately. In case of emergency, dial "911."

Further, an employee should notify the Safety Director if any restraining order is in effect, or if a potentially violent non-work-related situation exists which could result in violence in the workplace.

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, The Company will inform the reporting individual of the results of the investigation. To the extent possible, The Company will maintain the confidentiality of the reporting employee and of the investigation but may need to disclose results in appropriate circumstances in order to protect individual safety. The Company will not tolerate retaliation against any employee who reports workplace violence in good faith.

If The Company determines that workplace violence has occurred, The Company will take appropriate corrective action and will impose discipline upon offending employees. The appropriate discipline will depend on the particular facts but may include written or oral warnings, probation, reassignment of responsibilities, suspension, or termination. If the violent behavior is that of a

non-employee, The Company will take appropriate corrective action in an attempt to ensure that such behavior is not repeated.

### ALCOHOL CONSUMPTION

During social/recreational events, employees are expected to conduct themselves in the same manner they would if they were working in the office. This includes abiding by all Company policies. Employees are expected to act responsibly and with good judgment with regard to alcohol consumption, including the use of designated drivers or other means of safe transportation. Our policy is to reimburse or fund such transportation, as appropriate. When a sponsored activity will include serving alcoholic beverages to customers, guests, or employees on Company premises or other venues, prior approval is required by the President. There also must be a specified time for serving such beverages and a designated manager who is responsible for overseeing the activity. No person under the age of twenty-one is permitted to consume alcoholic beverages.

### OFF-DUTY USE OF FACILITIES

Employees are prohibited from being on Company premises or making use of Company facilities while not conducting business. Employees are expressly prohibited from using Company facilities, Company property, or Company equipment for personal use.

### RECYCLING

The Company encourages recycling whenever possible. Recycling bins are provided in most work areas. Please help in our efforts to be environmentally responsible.

### CHILDREN IN THE WORKPLACE

The Company requests that employees find other options for their children on days where there is no school or daycare, instead of bringing them to work. If an employee is unable to find another option for his/her child(ren), we ask that he/she either take time off, or work from home, if applicable. If a child(ren) is visiting the offices, the employee must accompany the child and be responsible for monitoring the well-being and behavior of the child at all times.

### SECURITY

The security of facilities as well as the welfare of our employees requires that every individual be constantly aware of potential security risks. You should immediately notify your manager when unknown persons are acting in a suspicious manner, in or around the facilities, or when keys, security passes, or identification badges are lost or misplaced.



The following security considerations are offered to help maintain a secure workplace.

- Be aware of persons loitering for no apparent reason (e.g., in parking areas, walkways, entrances/exits and service areas)
- Report any suspicious persons or activities to the Safety Director.
- Secure your desk at the end of the day or when called away from your work area for an extended length of time and do not leave valuable and/or personal articles in or around your work station that may be accessible.
- Do not leave your laptop unsecured at the end of the day.
- Do not share passwords.
- Do not allow visitors to piggy back behind you when entering the facility.

### SOLICITATION AND DISTRIBUTION OF LITERATURE

In order to ensure efficient operation of The Company's business and to prevent annoyance to employees, it is necessary to control solicitations and distribution of literature on Company property. No employee shall solicit or promote support for any cause or organization or distribute or circulate any written or printed material in work areas during working time.

### RECREATIONAL ACTIVITIES AND PROGRAMS

The Company or its insurer will not be liable for the payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

### ELECTRONIC COMMUNICATIONS

This policy describes The Company's guidelines with regard to the use of The Company's electronic mail, instant message, text message, voice mail, Internet access and computer systems, as well as Company-issued cellular and camera phones. This policy also describes guidelines with regard to personally owned computers, electronic devices, and cellular and camera phones used at The Company or for Company business.

All Company systems including all individual equipment (e.g., stand-alone computer or hand-held device) are covered by this policy. These systems are important assets of The Company and have been installed/provided at substantial expense to facilitate business communications. The Company respects the individual privacy rights of its employees; however, employee privacy does not extend to the employee's work-related conduct or to the use of Company provided equipment or supplies. The Company operates under this policy for several reasons including: (1) to ensure that these systems are only used for business purposes; (2) to follow-up on departing employees'

work-in-progress; (3) to ensure that the confidentiality of its trade secrets is being preserved; (4) to monitor employee performance; (5) to maintain the systems; and (6) to monitor our customer service and relations with outside businesses. You should be aware that the following guidelines may affect your privacy in the workplace.

Although each employee may have individual passwords to access these systems, the systems belong to The Company and the contents are to be accessible at all times by management for any business purpose. The systems may be subject to periodic unannounced inspections, and should be treated like other shared filing systems. All system passwords must be available to The Company management, and you may not use passwords that are unknown to your supervisor. Of course, these systems are intended solely for business use. Employees should inform family members and friends not to use the systems for any confidential messages (e.g., confidential voice mail, instant messages, text messages, or e-mail messages).

Do not assume that messages and files are confidential. The Company has the capability to access, review, copy and delete any messages sent, received or stored on the systems. (For example, The Company has the capability to access and review emails typed on a Company computer even if sent through a private email account. As another example, The Company has the capability to retrieve text messages sent or received on Company owned phones). The Company reserves the right to access, review, copy or delete all such messages for any purpose and to disclose them to any party (inside or outside The Company) it deems appropriate. The Company may utilize or override individual passwords or codes. Back-up copies of electronic mail messages, voice mail messages and computer files are maintained and referenced for business and legal reasons.

These systems may not be used in any manner that would be discriminatory, harassing or obscene, or for any other purpose which is illegal, against Company policy or not in the best interests of The Company. Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by Company management. The Company reserves the right to access and review files and messages and to monitor the use of electronic (email and Internet) communications as is necessary to ensure that there is no misuse or violation of Company policy or any law. Employees who misuse these communication systems will be subject to discipline up to and including termination.

Employees may not install personal software in Company computer systems. Employees may not use The Company's logo, graphics, trademarks, slogans or any other Company content, except as part of authorized business activity.

All electronic information created by any employee using any means of electronic communication provided by The Company is the property of The Company and remains the property of The Company.

Use of e-mail on the Internet, or any other electronic device/medium, to copy and/or transmit any documents, software or other information protected by copyright laws is prohibited.

Employees are prohibited from accessing or attempting to access the email, Internet, text message, instant message, voicemail system or any other electronic storage device of another user without management's prior authorization.

Employees who use cellular phones and cordless phones should not use these methods for communicating confidential or sensitive information or any trade secrets.

The use of the camera function of a Company-issued or individually owned cellular camera phone is strictly prohibited on Company premises and while on Company-related business, unless it is used for a lawful business purpose and the employee has prior written approval from the employee's supervisor. The use of cellular telephones or other hand-held devices for personal use is limited to break and meal periods, provided that any such use does not disturb or interfere with any other employee's work. Phones, beepers, pagers and other electronic devices carried for personal use must be set to an inaudible mode.

Employees must exercise a greater degree of caution in transmitting The Company confidential information by e-mail, instant message, text message or any other means of electronic communication than they take with other means of communicating information, (e.g., written memoranda, letters or phone calls) because of the reduced human effort required to redistribute such information. Company confidential information should never be transmitted or forwarded to outside individuals or companies not authorized to receive that information and should not even be sent or forwarded to other employees inside The Company who do not need to know the information. Always use care in addressing e-mail messages, instant messages, text messages or any other means of electronic communications to make sure that messages are not inadvertently sent to outsiders or the wrong person inside The Company. In particular, exercise care when using distribution lists to make sure that all addresses are appropriate recipients of the information. Lists are not always kept current and individuals using lists should take measures to ensure that the lists are current. Refrain from routinely forwarding messages containing Company confidential information to multiple parties unless there is a clear business need to do so.

Employees may not email Company confidential information to their own or others' personal email accounts. Employees also may not download or transmit Company confidential information to any external media (e.g., jazz drive, floppy drive, employee-owned computers, flash drive, iPod, CD, DVD, etc.)

Access to the Internet, Web sites and other types of Company-paid computer access are to be used for Company-related business only. Employees may not use the systems to visit websites for personal reasons (e.g., shopping, Facebook, personal email messaging, etc.) Any information about

The Company , its products or services, or other types of information that will appear in the electronic media about The Company must be approved by the President before the information is placed on an electronic information source. The Company has the capability to review all websites visited from a company computer.

Any Company provided laptops, portable computers, hand-held devices, such as personal digital assistants (PDAs), and any other electronic device are covered by this policy at all times. They are not to be used by employees for personal business and are not to be connected to employees' personal Internet access accounts.

Before using any personally owned computer or electronic device for Company related business, you must receive approval from your supervisor. If approval is provided, an employee's personal computer or electronic device is subject to all inspection and Company protection portions of this policy vis-à-vis The Company related information.

Employees may not use added software or any mechanism available over the Internet in an attempt to permanently delete (or scrub) any file on any Company computer or system, unless authorized in writing by the IT Manager. Employees also may not reformat any hard drive on any device without the written authorization of the IT Manager.

Copying, emailing, faxing, or otherwise transferring or transmitting Company documents for any purpose other than to carry out The Company 's business is strictly prohibited. Copying files for personal use, or transferring or transmitting Company files to personal email accounts or personal computers or other data devices is also strictly prohibited as referenced above.

## SOCIAL NETWORKING AND BLOGGING

To protect The Company 's interests, employees must adhere to the following rules:

Employees may not post on a blog or social networking site during their working time or at any time using Company equipment or property. The Company 's electronic communication systems are for business use only.

If an employee identifies himself or herself as an employee of The Company on any social networking site, the communication must include a disclaimer that the views expressed do not necessarily reflect the views of The Company .

All rules regarding confidential business information apply in full to blogs and social networking sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed on a blog or social networking site. The transmission of confidential or proprietary information without the permission of The Company is prohibited.

If you mention The Company in a blog or elsewhere in online social media, or it is reasonably clear you are referring to The Company, or a position taken by The Company, and also express a political opinion or an opinion regarding The Company's positions, actions, or products, the post must specifically disclose your relationship with The Company and note that the opinion expressed is your personal opinion and not The Company's position.

Any conduct which is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a social networking site. For example, posted material that is discriminatory, defamatory, libelous or malicious is forbidden. The Company's policies, including but not limited to the Equal Employment Opportunity, No Harassment and Preventing Workplace Violence policies, apply equally to employee comments on social networking sites even if done on nonworking time. Employees are encouraged to review those sections of the handbook for further guidance.

This policy does not apply to any postings that are protected by applicable law such as lawful information posted to induce or prepare non-supervisory employees for group action, lawful information posted regarding wages, employment and working conditions, lawful complaints about working conditions and information that is not related to The Company and its employees and customers.

## CONFLICTS OF INTEREST

Company policy requires that you do not engage in any activity outside The Company that will result in a conflict between self-interest and Company interest. It must be understood that The Company's reputation is of utmost importance. We expect you to observe the highest standards of ethics and good judgment in all transactions relating to your duties as representatives of The Company and to review with your immediate superior any situation which may conflict with Company interests or have the appearance of impropriety.

Specific areas of potential conflicts are outlined below. Violation of this policy may result in disciplinary action up to and including possible discharge. *If any employees are subject to contracts with The Company with greater restrictions, those greater restrictions will apply over this policy.*

## COMPETITIVE RELATIONSHIP

The Company may not collaborate with competitors or their representatives for the purposes of establishing or maintaining prices at any particular level or to collaborate with them in any way in the restraint of trade. The Company prohibits discussion of prices with competitors or disclosing prices to any outside source at any time except for legitimate sales or purchase purposes or as may

otherwise be required by law. The privacy of the methods used to establish prices, terms, and conditions of sale should be constantly maintained without exception.

#### ACCEPTING OUTSIDE WORK – REQUIRED DISCLOSURE

Employees are prohibited from being employed by or performing services for competitors of Company or any businesses that have business dealings with Company when such employment would result in a direct conflict with Company's essential enterprise-related interests (e.g. protection of confidential information, potential loss of sales or relationships, etc.). In addition, accepting outside jobs, even if not with a competitor, may take your time, skills or energy away from your normal work duties, and thus may interfere with your carrying out your work responsibilities. Employees are therefore required to advise their supervisor of outside work and discuss the appropriateness of any such job and obtain approval in writing before accepting outside employment or performing services.

#### FINANCIAL OR OTHER INTEREST

Being financially involved or interested in a company that has business dealings with, or competes with The Company, may result in a conflict of interest. Therefore, all employees shall not, directly or indirectly, *whether as an officer, director, employee, stockholder, partner, associate, representative, or otherwise*, become interested in any other corporation, *firm, partnership* or other entity which directly competes with The Company *or its affiliates* in any line of business engaged in (or planned to be engaged in) by The Company or its affiliates, or that has business dealings with The Company *when the employee, in addition to the financial involvement or interest, is also active in providing strategic, sales, or management input of any kind at either Company.*

This policy shall not be construed to restrict investment or require disclosure of any investment by an employee in stock or any other security of any corporation listed on a national or local securities exchange or regularly traded by registered national or local securities dealers provided that such investment does not exceed one (1) percent of the market value of the outstanding securities of such corporation.

#### GIFTS

While we recognize that a small gift may be appropriate in a client-business relationship, employees should use discretion about accepting any gift. Any offer to Company personnel or solicitation of offers from Company personnel which appear to be attempts at commercial bribery shall be reported immediately to the individual's supervisor.

#### MEDIA INQUIRIES

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All media inquiries and other general inquiries from non-employees should be referred to the President and all press releases, publications, speeches, or other official declarations must be approved in advance by the President

## RIGHT TO INSPECT

The Company understands and respects the privacy interests of all of its employees. We hope that our employees will also understand and respect The Company's obligation to provide a safe, effective and productive working environment. To ensure that The Company fulfills this obligation and has the ability to enforce the policies set forth in this Handbook, The Company must have the authority to conduct inspections of items in areas that an employee may otherwise consider personal or private. Consequently, The Company reserves the right to inspect personal packages or other articles brought to The Company, all desk and work areas, and all Company equipment.

**Personal Packages and Articles:** Management has the authority to inspect packages or other articles entering or leaving Company's premises in the possession of any employee. If employees desire to avoid such inspections, they should refrain from having packages or other articles on Company's premises. The Company is not responsible for lost, damaged, destroyed or stolen personal items that are on the premises.

**Work Area Inspection Policy:** Keep in mind that desks, file cabinets, credenzas, work areas and offices are made available for the convenience of employees while at work and remain the sole property of The Company. The Company reserves the right to inspect desks, credenzas, file cabinets, work areas and offices, as well as any contents, effects, or articles that are in those areas. Such an inspection can occur at any time, with or without advance notice. An inspection may be conducted before, during, or after working hours by management.

**Vehicle Inspection Policy:** All Company owned or leased vehicles are subject to inspection by management at any time without notice. Employees authorized to drive these vehicles must understand that any private packages or other articles they place in these vehicles are subject to inspection by management at any time. Company-provided cell phones, radios and vehicles may contain GPS systems and/or other systems that enable The Company to monitor employee locations. The Company respects the individual privacy rights of its employees; however, employee privacy does not extend to the employee's work-related conduct or to the use of Company-provided equipment or supplies. Accordingly, The Company reserves the right to monitor employee locations during workday through the use of vehicle, cell phone and radio tracking technology. The Company further reserves the right to track the location of Company vehicles at any time to prevent misuse.

Prohibited materials, including weapons, explosives, alcohol and non-prescribed drugs or medications (excluding over the counter medications), may not be brought into or left on Company premises. Perishable items also should not be stored in work areas for prolonged periods. Employees who, if requested, fail to cooperate in any inspection will be subject to disciplinary action, including termination. The Company is not responsible for any personal articles that are placed or left in work areas that are lost, damaged, stolen or destroyed.

Further, subject to applicable law, The Company may, from time to time, video record workplace activities. Such video recording may occur at any time, with or without advance notice or consent. Video recording may be conducted before, during, or after working hours by any manager, or security personnel designated by The Company .



## SECTION 5: SAFETY

### SAFETY FIRST POLICY: INJURY AND ILLNESS PREVENTION PLAN (IIPP)

Every employee should understand the importance of safety in the workplace. By remaining safety conscious, employees can protect their own interest as well as those of their co-workers. Accordingly, The Company emphasizes "safety first" and expects all employees to take steps to promote safety in the work place.

In keeping with this commitment, The Company has established an "Injury and Illness Prevention Program" as part of its safety program. The Safety Manager has been delegated responsibility for administering and implementing our Injury and Illness Prevention Program.

### SAFETY EQUIPMENT

Proper safety equipment is necessary for your protection. The Company provides the best protective equipment it can possibly obtain. Use all safeguards, safety appliances, or devices furnished for your protection and carry out all regulations which may concern or affect your safety. Wear your gear properly -- all snaps and straps fastened, cuffs not cut or rolled. Your supervisor will advise you as to what protective equipment is required for your job.

There are certain jobs that require standard safety apparel and appliances for the protection of the employee. Your supervisor is aware of the requirements and will furnish you with the necessary and approved items. These items shall be worn and effectively maintained as a condition of your continued employment and our mutual obligation to comply with the state and federal Occupational Safety and Health Act. If the equipment is lost or damaged, check with your supervisor for replacements.

### ERGONOMICS

The Company will take all steps to reduce exposure to ergonomic hazards by means of engineering controls, administrative controls and employee training. The Company encourages safe and proper work procedures and requires that all employees follow safety instructions and guidelines. The Company believes that reducing ergonomic risk is a key factor in maintaining a healthy, safe and productive work environment. Personal safety is essential to the well-being of our employees and our business. The Company is committed to providing the appropriate resources to create a safe and healthy environment. If you have any questions about ergonomics, please contact the Safety Director.

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## OUTLINE OF SAFETY RULES

The Company asks that you cooperate in helping to promote safety and to prevent accidents to yourself, as well as to other employees, customers and visitors, by observing the following common-sense rules [see IIPP for details]:

- Report to job rested and physically fit to perform your work.
- Wear clothing suitable for the weather and the type of work you do. Torn or loose clothing, cuffs, or neckwear are dangerous.
- Keep materials orderly. Prevent piles of materials from falling or shifting (tie down or support, if necessary).
- Read danger warnings on container labels. Follow any health- safety precautions. Know the substance before you use it.
- Oil, grease and water spills must be cleaned up right away. Delay can cause an accident.
- Do not block aisles, traffic lanes, fire exits.
- Be aware of work going on around you. Watch out for electrical cords, traffic areas, etc.
- When lifting loads, bend knees, keep back nearly straight. Leg muscles, not your back, should do the work.
- Get help with heavy or bulky materials to avoid dropping load or getting thrown off-balance.
- Never allow an unauthorized or unqualified person to operate equipment or vehicles.
- All employees shall drive safely and obey traffic speed laws at all times.
- Know correct use of hand and power tools before using. Use the right tool for the job.
- Consider all wire "live" until checked and locked out. Keep safe distance from "live" electricity.
- Have electrical equipment properly grounded. Also -- use 3-wire grounded receptacles and extension cords.
- "No smoking" signs stand guard near fire dangers. Obey them -- always! Smoke only in outside areas.
- Know location and use of fire extinguishing equipment and how to activate fire alarm.
- Report any injuries immediately to a supervisor.
- Report any unsafe conditions or equipment to supervisor to prevent a loss.
- Keep "horseplay" and roughhousing away from the job. Practical jokes often become painful injuries.
- Keep your mind on your job -- and temper under control always!
- Intoxicants and nonprescription drugs are NOT PERMITTED.
- Give your wholehearted support to safety activities. Preventing accidents depends mostly on YOU!

- Never perform a job you feel is unsafe. Report it to your supervisor immediately. The Company will not retaliate against or tolerate retaliation against employees who raise safety concerns.

## DRUG AND ALCOHOL USE

The use of illegal drugs or the abuse of legally-prescribed drugs or alcoholic beverages by its employees is of utmost concern to The Company . Employees who use illegal drugs, or who abuse alcohol, or drugs legally prescribed by a physician, are prone to more industrial accidents, work at a less efficient rate, submit more worker's compensation claims, miss more time from the jobsite, and create a risk of harm to themselves and their coworkers than do employees who do not engage in drug or alcohol abuse. For these reasons, The Company will not tolerate employees selling, buying, distributing, possessing, or being under the influence of, illegal drugs or other controlled substances during working hours. In addition, employees shall not report to work anytime while under the influence of alcohol. The Company also will not tolerate employees abusing legal drugs during working hours. If for any reason you must take a prescription drug that may have any side effects that hinder you in doing your normal job, notify your supervisor before you start work.

All employees must review and sign The Company Drug and Alcohol Policy which governs our practices. Any questions should be directed to the Safety Director.

## SECTION 6: LEAVES OF ABSENCE

### FAMILY/MEDICAL LEAVE

Family/Medical Leave is provided under federal law (Family and Medical Leave Act or FMLA) and state law in California (California Family Rights Act or CFRA). Under certain circumstances, The Company will grant an employee up to twelve (12) or twenty-six (26) weeks of unpaid Family and Medical Leave ("FML") within a 12-month period, depending upon the reasons for the leave.

Eligible employees are able to take time off work for any of the following reasons: to care for the employee's spouse, child, parent, or parent-in-law with a serious health condition; the employee's own serious health condition makes the employee unable to perform the essential functions of their position; or to care for an employee's newborn child, or a child placed with an employee for foster care or adoption. Additionally, an employee may qualify for FMLA if the employee's spouse, son, daughter or parent is on covered active duty or call to covered active-duty status (or has been notified of an impending call or order to covered active duty) in the Armed Forces in a foreign country; or to care for the employee's spouse, child, parent or next of kin who is a covered service member with a serious injury or illness (referred to as "Military Caregiver leave").

FMLA and CFRA generally run concurrently, except in the case of post-birth or post-adoption "bonding" time under California state law.

To be eligible, employees must have worked for The Company for at least 12 months prior to the date in which the leave is to commence, and have worked at least 1,250 hours during the 12-month period preceding the 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 a serious health condition of the employee's child, parent, parent-in-law, spouse (or domestic partner under CFRA), or of the employee, 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 (1) hour.

Upon return from Family/Medical Leave, The Company will make its best effort to reinstate an employee to their original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. In addition, an employee's use of Family/Medical Leave will not result in the loss of any employment benefit that the employee earned or was entitled to before taking Family/Medical Leave. As more fully described below, employees on FMLA/CFRA leave will not continue to accrue employment benefits, such as vacation benefits during unpaid FMLA/CFRA leave.

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The Company also will provide leave for any other reason required by law. Notably, some extensions to the 12-week maximum may be granted when the leave is necessitated by an employee's pregnancy-related disability, or a "Disability" as defined under the Americans with Disabilities Act or California law.

Please see the CFO for details and documentation required for FMLA/CFRA.

#### PAID FAMILY LEAVE INSURANCE

The State of California provides wage replacement insurance for employees who have a wage loss due to a statutory or approved leave of absence. Paid Family Leave Insurance ("PFL") does not provide any independent right to a leave of absence. Only employees who are entitled to another statutory leave or are approved for leave by The Company and suffer a wage loss are eligible for PFL benefits. Eligible California employees may file a claim and apply for up to six (6) weeks of PFL benefits with the Employment Development Department ("EDD") within any 12-month period.

#### PREGNANCY DISABILITY LEAVE POLICY

Eligible employees of The Company who are disabled by pregnancy, childbirth, or related medical conditions are eligible to take an unpaid pregnancy disability leave ("PDL") of up to four months. PDL may include time off for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth.

Pregnancy disability leave is separate and distinct from The Company's Family/Medical Leave policy. Employees who are eligible for PDL may also be eligible to take a leave under The Company's Family/Medical Leave policy. The maximum combined leave that an employee may take under The Company's PDL policy and the Family/Medical Leave policy is four months (PDL if it is medically necessary), plus 12 weeks (California Family Rights Act bonding time for the birth or adoption of a child). PDL leave need not be taken in one continuous period. Employees should advise Human Resources of their intent to take pregnancy disability leave as soon as possible to discuss the benefits to which they may be entitled.

#### WAGE SUPPLEMENTS

Employees may also be eligible to supplement wages through workers' compensation insurance, California State Disability Insurance and/or California Paid Family Leave. Please note that employees who apply for Paid Family Leave Benefits from the State of California must use one week of accrued vacation (or the amount accrued if less than one week) before becoming eligible for California benefits.

If the employee receives workers' compensation insurance, State Disability Insurance or Paid Family Leave, the employee and Company can agree that The Company will reduce the payment amount of any accrued sick leave and/or vacation paid during the leave so that the total amount received by the employee shall not exceed 100% of his/her regular pay. The employee must immediately notify the Safety Director of workers' compensation or California benefit eligibility in order for payments to be coordinated.

## HEALTH INSURANCE

If an employee takes FML for Military Caregiver leave, The Company will continue the employee on its group health plan under the same terms and conditions as if the employee were actively working for The Company for up to 26 weeks.

If the employee takes Pregnancy-related Leave, The Company will continue the employee on its group health plan under the same terms and conditions as if the employee were actively working for The Company for the period of pregnancy-related disability, up to four (4) months. For the first twelve weeks of a qualifying FML taken for CFRA leave for baby bonding after a leave for pregnancy-related disability, The Company will continue the employee on its group health plan under the same terms and conditions as if the employee were actively working for The Company .

The Company will continue the employee on its group health plan for the period of leave under the same terms and conditions as if the employee were actively working for The Company for leave not covered by FML/CFRA or PDL requirements unless a longer period is required by law.

The employee must continue to pay the share of the health benefit costs that they paid before the beginning of the leave if they wish such coverage to continue during the leave. The employee must pay their share of the premium either through separate payments that are made to the employer every pay period at the same time as such payments would be made if paid by payroll deductions, or if the employee prefers, through increased payroll deductions before the leave begins (when the need for the leave is foreseeable). If an employee does not pay their share of the premiums within thirty (30) days of being due, coverage will cease upon written notice to the employee in accordance with the provisions of the law. The employee may thereafter reinstate coverage immediately following the leave if the employee resumes payment of their share of the premiums in a timely manner.

Under certain circumstances, if the employee fails to return to work following the approved leave, The Company may seek all premiums The Company paid on the employee's behalf for health coverage during the leave. After the maximum amount referred to above, these benefits shall cease.

**OTHER LEAVES OF ABSENCE**

**BEREAVEMENT LEAVE**

Upon your date of hire, you are eligible to take paid Bereavement Leave in the unfortunate event of a death of a family member. To assist employees experiencing a loss in the family, the table below outlines the levels of Bereavement Leave available, unless otherwise required by state law, based on the individual circumstances. This policy applies to all employees. Employees already on an unpaid leave of absence at the time of death of a Family Member or Immediate Family Member are not eligible for paid Bereavement Leave, unless otherwise required by law.

Employees receive the same amount of pay for a day of Bereavement Leave as they would usually receive for a regularly scheduled workday at their regular base pay rate. No Bereavement Leave will be paid for days taken off on regularly scheduled company paid holidays.

Type	Definition	Benefit
<i>Family Member</i>	For purposes of this policy, “family members” include: <ul style="list-style-type: none"> <li>• grandchildren</li> <li>• grandparents</li> <li>• uncles and aunts</li> <li>• parents-in-law of a spouse or domestic partner</li> <li>• corresponding in-laws or step relations of a spouse or domestic partner</li> <li>• other regular members of an employee’s household, regardless of blood or legal relationship</li> </ul>	Three (typically consecutive) paid days off may be approved for employees in the event of a death of a “ <i>family member.</i> ” Additional time may be approved by the President.
<i>Immediate Family Member</i>	For purposes of this policy, “immediate family members” include <ul style="list-style-type: none"> <li>• parents</li> <li>• spouses</li> <li>• domestic partners</li> <li>• children (including stepchildren or children under an employee’s legal guardianship or parental care)</li> <li>• siblings</li> </ul>	Five (typically consecutive) paid days off may be approved for employees in the event of a death of an “ <i>immediate family member.</i> ” Additional time may be approved by the President.

**PARENTAL LEAVE FOR SCHOOL VISITS AND CHILD CARE PROVIDER OR SCHOOL EMERGENCIES**

Under certain circumstances, eligible employees may be entitled to take time off to find, enroll or reenroll their child in a school or with a licensed day care provider or to participate in activities of

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their child's school. In order to be eligible for time off under this policy, an employee must be the parent, stepparent, foster parent, guardian, grandparent or person who stands "in loco parentis" (in place of the parent) of a child who is of the age to attend kindergarten, grades 1 through 12, or a licensed child care provider. In addition, the employee must provide reasonable notice of the planned absence to his/her supervisor before taking the time off.

In addition, an employee may take time off under this policy to address a child care provider or school emergency. For purposes of this policy, a "child care provider or school emergency" means that an employee's child cannot remain in a school or with a child care provider due to one of the following reasons: a) 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 day care provider; b) behavioral or discipline problems; c) closure or unexpected unavailability of the school or child care provider (excluding planned holidays); or d) a natural disaster, including but not limited to, fire, earthquake or flood.

The employee may not take more than 40 hours off for this purpose in any year or more than eight hours off in any calendar month of the year. This policy covers non-exempt employees for any time missed and exempt employees for full days missed.

If more than one parent of a child is employed by the employer at the same work site, only one parent may take time off at a time under this policy (except for emergencies, as defined above). The parent who first gives appropriate notice of the need for time off under this policy will have preference for the time off. In some cases, The Company may agree to provide both parents the opportunity to take time off at the same time. However, that may occur only with the advance written approval of The Company .

Any employee who takes time off under this policy must utilize any existing accrued vacation for the absence. If the employee does not have any accrued vacation available at the time the time off is taken, or does not have enough accrued vacation benefits to cover the time taken off, the time off will be taken without pay. However, exempt employees need only use accrued vacation for entire days missed and if no accrued time is available will only lose pay for entire days missed.

Any employee who takes time off under this policy must provide documentation from the child's school to substantiate the fact that the employee participated in a school activity or met to find, enroll or reenroll a child in a school or with a licensed child care provider. The documentation must verify that the employee engaged in child-related activities on a specific date and at a particular time.

The Company also complies with all applicable laws regarding time-off for required appearances at school after a child is suspended.



## ORGAN AND BONE MARROW DONOR LEAVE

Employees may take up to 30 business days of leave during any one-year period to donate an organ, as well as up to five business days during any one-year period to donate bone marrow. Organ and bone marrow donation leave in California is only available to eligible employees when they have worked for the employer for at least 90 days and this type of leave must be paid.

However, an employer may require an employee taking leave to use up to two weeks of accrued sick leave, vacation time or other paid time off during the initial organ and bone marrow donation leave, and up to five days of accrued sick leave, vacation time or other paid time off during the initial bone marrow donation leave. Employees must provide written verification of the need for the leave. Employees taking the leave may not be subjected to discrimination, unfair treatment or adverse employment decisions for taking the leave.

## VOTING TIME

All eligible employees are encouraged to register and vote in Primary, General, or Special Elections. Employees who are unable to vote before or after working hours may be given up to two consecutive hours off for voting time. Employees requiring this voting time must notify their supervisor at least one week in advance. Proof of voting may be required from employees. If appropriate proof is not provided, the time off may be unpaid and/or unexcused.

## LITERACY LEAVE

The Company will provide reasonable accommodation to California-based employees who reveal a problem of illiteracy and requests employer assistance in enrolling in an adult literacy education program, provided that this reasonable accommodation does not impose an undue hardship. The Company will protect the privacy of this information and no discriminatory action will be taken against an employee who takes time off for this purpose.

## PERSONAL LEAVES

Requests for unpaid personal leaves of absence will be considered and evaluated on an individual basis. Approval or denial of such requests will be entirely at the discretion of The Company. In determining the feasibility of granting such requests, factors such as the purpose of the requested leave, availability of coverage for job responsibility during the requested leave, previous absences, length of employment, prior work record and performance, and similar considerations will be reviewed. Such requests shall be submitted to an employee's supervisor.

Employees' benefits will be affected in the same manner as employees who are on medical leaves.

The Company will attempt to return an employee to his/her former position or a comparable position upon return from a personal leave. However, given changing business needs, no guarantee of reinstatement can be made, and reinstatement is at The Company's discretion.

Employees on leave are asked to confirm their return date at least two weeks before they return to work. Any requests for additional leave must be made as soon as possible. The employee should notify his/her supervisor.

Employees on leave who do not return as scheduled, and fail to request or cannot show good reason, in The Company's discretion, why an extension should be granted, will be terminated as of the day the original leave expires.

### MILITARY LEAVE

Military leave of absence is provided to eligible employees. Generally, a military leave of absence is unpaid, although employees may utilize available vacation to provide continued compensation during the leave. If you participate in annual military training, you may apply any available vacation time to the leave if you wish; however, you are not obligated to do so. When the need for military leave is foreseeable, you must notify your manager as far in advance as possible so arrangements can be made to cover your duties. If you have written authorization from your military branch for your leave, you should provide it when you request leave.

An employee on federal military leave whose service period is 30 days or less may continue his/her health insurance benefits. If an employee is required to serve for longer than 30 days, the employee may elect to continue his/her health insurance benefits for a period of twenty-four (24) months after the absence begins or the time of the service, whichever is shorter. In the event of such longer service, the employee will be required to pay for the entire benefits premium. Upon completion of duties, you will be reinstated into your former position or into another position of equal pay and status, consistent with applicable laws. The length of time you have to report to work after your military leave ends will depend on the type of leave you have taken. Please contact the CFO as soon as you identify the need to use this benefit for additional information regarding military leaves, including information regarding your job reinstatement rights.

### MILITARY RESERVES OR NATIONAL GUARD LEAVE OF ABSENCE

If you serve in the Reserves or National Guard, you may take the necessary time off without pay to fulfill this obligation, and will retain all of your legal rights for continued employment under existing laws. You are expected to notify your manager as soon as you are aware of the dates you will be on duty so that arrangements can be made for replacement during this absence. You may use any accrued Vacation time during this leave, but you are not required to do so. You are responsible for

paying the full premium for your benefits insurance coverage while on leave. Failure to make payment may result in loss of coverage.

#### VOLUNTEER CIVIL SERVICE PERSONNEL LEAVE

Employees may take up to an aggregate of 14 days of unpaid leave per calendar year for fire and law enforcement training or duty. An employee who is an official volunteer firefighter must alert their manager of the need to take time off for emergency duty. No employee will be disciplined for taking time off to perform emergency duty as a volunteer firefighter, peace officer, or emergency rescue personnel.

#### JURY DUTY/LEGAL WITNESS

All employees may attend jury duty in accordance with their legal obligations to do so. An employee who is required by law to appear in court as a witness also may take time off. Employees will be granted a leave of absence for these purposes provided that they give The Company reasonable advance notice of their obligation to serve or appear as a witness.

Regular full-time employees are eligible for jury duty and witness duty benefits. Part-time and temporary employees are not eligible for jury duty or witness duty benefits.

The Company shall provide regular full-time employees up to three (3) days paid time off every year to serve on a jury or to appear in court as a witness pursuant to a subpoena in any case in which the employee is not a party. Any time served by the employee beyond three days in a year period will be without pay unless the employee has available vacation. The salary of exempt employees will not be reduced for any week in which they perform any work, even if they miss part of the week due to jury duty or witness duty, once they have exhausted these benefits. Any benefits under this policy shall be reduced by the amount of jury duty or witness duty pay (other than travel expenses) received by the employee from other sources.

When an employee is notified that they are to report for jury duty examination, they are required to notify their supervisor immediately. This requirement is necessary so that proper arrangement can be made to maintain normal work flow during the employee's absence. Furthermore, it may be necessary for the employee to attempt to postpone jury duty assignments which occur during the peak season or in other circumstances where the employee's absence would result in a substantial hardship on The Company. If an employee is excused from jury service during working hours, the employee is expected to report for the remainder of the day.

All employee benefits the employee is enrolled in will continue while the employee is on jury duty leave to the extent permitted by the applicable plans and law. However, the employee will be

required to continue payment of any required contributions for insured benefits and retirement benefits during the jury duty leave if he/she chooses to keep them in effect.

#### LEAVE FOR EMPLOYEES SUBJECTED TO DOMESTIC VIOLENCE, STALKING, SEXUAL VIOLENCE, CRIME OR ABUSE

The Company complies with applicable law in giving employees subjected to domestic violence, stalking, sexual violence, crime or abuse time off to obtain relief or other services provided by law if the employee provides The Company with reasonable advance notice (except if notice is not feasible such as in case of emergency or unscheduled court appearances). Time off from work may be requested for various purposes, including to: (1) seek medical attention for injuries; (2) obtain services from a domestic violence shelter, program or rape crisis center; (3) obtain psychological counseling; (4) participate in safety planning and take related actions (such as temporary or permanent relocation); (5) seek a restraining order to help ensure the health, safety or welfare of the employee or his/her children. This time off is unpaid unless the employee substitutes accrued sick leave for the absence. The Company will maintain the confidentiality of any employee requesting leave for these purposes as required by law.

The Company reserves the right to require certification or recertification for time off in accordance with applicable law. The Company also will not discharge or in any manner discriminate or retaliate against an employee because of the employee's status as being subjected to domestic violence, sexual assault, or stalking, if the employee provides notice to The Company of this status or The Company has actual knowledge of the status.

The Company will make reasonable accommodation for employees who are subjected to domestic violence, sexual assault, stalking, crime or abuse and who requests accommodation to increase their safety at work as required under California law. Reasonable accommodations may include, but are not limited to, safety measures such as transfer, reassignment, modified schedule, changed work telephone, changed work station, or installed lock; assistance in documenting domestic violence, sexual assault, or stalking that occurs in the workplace; an implemented safety procedure; referral to an assistance organization; or other reasonable accommodation that does not create an undue hardship for The Company .

Employees who need accommodation should make their requests in writing to their supervisor. The Company may request certification supporting the request for accommodation and/or subsequent recertification. The Company will engage in a timely, good faith interactive process to determine effective reasonable accommodations, and will not retaliate against an employee for requesting a reasonable accommodation under this policy, regardless of whether the request was granted.

Information about the rights of employees subjected to domestic violence, sexual assault, stalking, crime and abuse is available upon request from management.

## DISPUTE RESOLUTION/ARBITRATION AGREEMENT

Neither you nor The Company will benefit if you are unable to do your best work because of questions or misunderstandings about your job. Without feedback from you, your supervisor may have unknowingly failed to detect your concern about a problem or grievance. Don't let oversights grow into misunderstandings by failing to speak up, and don't let your failure to speak up cause you to make mistakes or to do a poor job. Your participation and input will make The Company a more productive place for all of us to work.

In the event that you have a problem, which cannot be resolved informally with your supervisor, or you have discussed it with your supervisor and are not satisfied with the results, feel free to arrange a meeting with the President or other executive of The Company. Remember, there are no insignificant questions, suggestions or complaints. If an employment-related dispute cannot be resolved informally, The Company has established the dispute resolution procedure of neutral arbitration for the fair and efficient resolution of claims.

By working at The Company you and The Company explicitly agree that, to the fullest extent permitted by law, any dispute in any way related to your employment, prospective employment, termination of employment or in any way connected, directly or indirectly, with your employment with The Company, including state and federal statutory claims of discrimination, which the parties are unable to resolve through direct discussion, regardless of the kind or type of dispute (excluding claims for workers' compensation, unemployment insurance, and any matter within the exclusive jurisdiction of any other state or federal agency) will be resolved by final and binding arbitration. Either you or The Company shall be authorized to seek any temporary or permanent injunctive relief in a court of law.

Any arbitration under this Agreement shall be conducted by a neutral arbitrator in accordance with the Employment Arbitration and Mediation Rules issued by the American Arbitration Association ("AAA"), a copy of which can be obtained from the American Arbitration Association's website at [www.adr.org](http://www.adr.org). Click on "Rules" and scroll down to "Employment Arbitration Rules & Mediation Procedures." If you cannot access the website you can obtain the information from the Firm's Human Resources Administrator or President. The Employer will pay the arbitrator's fee for the proceeding, as well as any room or other administrative charges assessed by the AAA. Either party may file motions directed to the arbitrator challenging the legal sufficiency of a claim prior to the arbitration hearing. The arbitrator will issue a detailed written decision and award, resolving the dispute. The arbitrator's written opinion and award shall decide all issues submitted and set forth the legal principle(s) supporting each part of the opinion. Timeliness of a claim will be governed by the applicable statute of limitations governing the specific claim(s).

DISCLAIMER: This sample handbook is provided for reference purposes only, consult your employment law attorney to ensure applicability to your organization.

Arbitration shall be the exclusive, final and binding remedy for any disputes, except as provided above, between the parties hereto. The arbitrator shall only be authorized to exercise the power specifically enumerated in this Agreement and decide the dispute(s) in accordance with the governing principles of law and equity governing the claims and defenses pleaded. The arbitrator shall have no authority to modify the powers granted to him/her by the terms of this Agreement and/or shall have no authority to vary, alter, amend, or otherwise change the term(s) of The Company employee handbook and/or any document mutually executed by the parties. Should either party fail to appear or participate in the arbitration proceedings, the arbitrator may decide the case on the evidence presented in the proceeding by the appearing party to the dispute.

Judgment on the arbitration award may be entered in any court of competent jurisdiction. The arbitration shall take place in the city and county in which The Company maintains an office to which the employee party to the arbitration is/was last assigned during his employment unless the parties agree otherwise in writing. Administrative costs associated with the arbitration, including the arbitrator’s fees, shall be paid by The Company , except that each party shall bear its own expense for counsel, witness fees and other costs associates with presenting the party’s case.

This Agreement does not limit The Company 's "at-will" employment policy.

YOU UNDERSTAND THAT BY AGREEING TO THIS BINDING ARBITRATION PROVISION BOTH THE COMPANY AND YOU VOLUNTARILY SURRENDER THEIR RIGHTS TO CIVIL LITIGATION AND A TRIAL BY JURY. TO THE EXTENT PERMITTED BY LAW THE PARTIES FURTHER UNDERSTAND THAT YOU ARE WAIVING THE RIGHT TO BRING, MAINTAIN, OR PARTICIPATE IN ANY CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING. YOUR SIGNATURE HEREIN CONFIRMS YOUR AGREEMENT TO THIS PROVISION AND FURTHER CONFIRMS THAT YOU HAVE READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT.

This Agreement shall supersede any Arbitration Agreement signed prior to this date.

Employee Name \_\_\_\_\_  
(please print)

Employee Signature \_\_\_\_\_

Date \_\_\_\_\_

## ACKNOWLEDGMENT AND RECEIPT FORM

I acknowledge that I have received and reviewed a copy of the Employee handbook. I further acknowledge that it is my responsibility to read this information, to ask questions of the President if I do not understand any of the information in this handbook, and to abide by and observe all of the information and rules, policies and procedures explained therein, including future changes or additions to this employee handbook. I further understand that, with the exception of the employment at-will policy and the dispute resolution and arbitration procedure, The Company may change, rescind, or add to any policies, benefits or practices described in the handbook from time to time in its sole and absolute discretion, but that I will be notified in writing of any material changes.

I further acknowledge that I have carefully read the equal employment/ discrimination /policy against harassment, dispute resolution and arbitration procedure, and company's drug and alcohol policy. I further understand that The Company maintains a Drug-Free Workplace under the meaning of the federal Drug-Free Workplace Act of 1988 and the California Drug-Free Workplace Act. I agree to abide by and observe all of the information and rules, policies and procedures set forth herein.

It is expressly understood that employment at The Company shall continue only so long as it is mutually agreeable to an employee and The Company . Either an employee or The Company may terminate employment for any reason whatsoever, with or without cause, and at any time. No section of this handbook should be construed as establishing anything other than an employment-at-will relationship within the meaning of California Labor Code Section 2922 nor does it limit management's discretion to make personnel decisions. This employment-at-will relationship can only be changed in a writing signed by both the president of The Company and the employee in question.

EMPLOYEE NAME \_\_\_\_\_  
(PLEASE PRINT)

EMPLOYEE SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_



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