



# 21st Amendment Brewery Handbook

**Everything a 21A team member needs to know!**

**2018 - 2019**



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## WELCOME LETTER

If you are reading this letter, congratulations! You have officially joined the ranks of the 21st Amendment Brewery.... a special place where we Celebrate Our Right to be Original...where we roll up our sleeves and Grab Life by the Boulders...and where no matter the time or day - It's Always Cinco Somewhere.

When our Founders Nico and Shaun met in 1995, they were both passionate homebrewers who dreamed of opening a place where they could make beer they loved and share it with others. When they opened the doors to our San Francisco pub in 2000, they wanted it to be a neighborhood gathering place for great food, beer and conversation. And when Dave joined the partnership in 2008, their mission was to share their passion for great beer, innovation and having fun with the rest of this great beer loving country.

As part of the 21st Amendment family, you are joining an exceptional group of people who are skilled in their craft and passionate about beer and one another. We take pride in our company and everyone who works here. We consider ourselves more family than colleagues with Uncle Abe, sister Lady Liberty and the forefathers who came before us guiding our brand spirit. We work hard and take chances, but we don't take ourselves too seriously.

The following pages of this Employee Handbook outline expectations, policies, programs, benefits available to you during your employment here and some other blah, blah, blah (IPA). Be sure to familiarize yourself with the contents because it's all important stuff, and don't worry, we made sure to include a bunch of pretty pictures of beer to keep you entertained along the way. Lastly, if you ever have any questions just ask!

Here's to happy reading, happy times and lots of hoppy beer. Welcome aboard!

Cheers,  
Nico, Shaun, & Dave

### I. INTRODUCTORY STATEMENT

This employee handbook is intended to explain the terms and conditions of employment of all full and part-time employees. You should read, understand, and comply with all provisions of the Handbook. It describes many of your responsibilities as an employee and outlines the programs developed by 21st Amendment to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

No employee handbook can anticipate every circumstance or question about a policy. As we continue to grow, the need may arise and 21st Amendment reserves the right to revise, supplement, or rescind any policies or portion of the Handbook from time to time as it deems appropriate, in its sole and absolute discretion. The only exceptions to the right to make changes are the policy of **employment-at-will** and the **agreement to arbitrate disputes**. Any agreement to change, modify, or alter either agreement to arbitrate or the at-will nature of employment, which permits you or 21st Amendment to end the employment relationship at any time, with or without a reason, must be in writing and signed by the Owners (Nico Freccia or Shaun O'Sullivan) and President (Dave Wilson) of 21st Amendment.

This handbook supersedes all previously issued handbooks and any policy or benefit statements or memoranda that are inconsistent with the policies described here. 21st Amendment's Management Team and Human Resources representatives are available to answer any questions you may have.

## **II. A BRIEF HISTORY OF 21ST AMENDMENT**

Our company began in the year 2000, when Nico Freccia and Shaun O'Sullivan opened the doors to the 21st Amendment Brewpub in San Francisco's historic South Park neighborhood. Around the turn of the 20th century, in the year 1900, there were thousands of small breweries operating across America. When Freccia and O'Sullivan were researching old San Francisco breweries (trying to find a cool name for their new brewery), what really made an impact was the discovery that there were about 40 breweries operating just within the city limits of San Francisco (by comparison, today there are eight with a population more than double what it was in 1900). They realized that the brewery captured the essence of the neighborhoods of San Francisco. They were the local gathering places. Places to exchange ideas, debate politics and philosophy. Places for families to come together on weekends. Places that provided something unique—hand crafted beer that was different at every brewery and that defined the taste of a neighborhood.

In 1920, Prohibition wiped out this culture and put the "local" out of business. For 13 years, social interaction was largely driven underground, to the speakeasies, where regular citizens became a nation of outlaws.

But with the passage of the 21st Amendment, repealing Prohibition, we, as a society, were able to begin the slow climb back to reclaiming the essence of the neighborhood gathering place. At the 21st Amendment, they celebrate the culture of the great breweries of old, making unique, hand crafted beers, great food, and providing a comfortable, welcoming atmosphere that invites conversation, interaction and a sense of community. Now, 21st Amendment is expanding beyond the Bay Area and you as an employee, can expect to be part of success and the movement to the successful production of great craft beer.

## **III. GENERAL EMPLOYMENT POLICIES**

### **A. 21ST AMENDMENT'S EMPLOYEE TEAM**

The success of 21st Amendment is a result of the individuals we hire to produce the best beer experience for our clients and customers. Our employees are an integral part of a team and work closely together to achieve the ultimate in brewery manufacturing practices and customer service for our taproom and pub/restaurant locations.

When you are a part of a team like 21st Amendment, work becomes a fun place to be, and you feel a real sense of pride knowing you have helped to create that special 21st Amendment atmosphere. Our employees are selected on the basis of their potential and expected qualities and understanding of our

purpose to serve our clients and customers! The promoting of 21st Amendment, service to our customers, and efficiency in production are every employee's responsibility at 21st Amendment. 21st Amendment expects you to be one of those exceptional employees and to maintain those qualities!

## B. ATTITUDE

Your attitude is important at 21st Amendment. An enthusiastic, friendly, innovative, and positive outlook is an essential ingredient to our 21st Amendment atmosphere!

## C. AT-WILL EMPLOYMENT STATUS/BINDING ARBITRATION

Employment at 21st Amendment is employment-at-will. Employment-at-will means that you may be terminated for any lawful reason, with or without cause, stand with or without notice at any time by 21st Amendment. You may also terminate your employment at 21st Amendment at any time or for no reason. At-will also means that your employment is not for a definite period of time, not for as long as you want, or not for as long as your work performance is satisfactory.

Nothing in this Handbook or in any document or statement shall limit the right to terminate employment-at-will. No manager, supervisor, or employee of 21st Amendment other than the Owner or President has any authority to enter into any agreement for employment for any specified period of time or to make any agreement for employment other than at-will. Any agreement to modify the at-will employment relationship must be made in writing, in a single document (not in a series of letters, emails, texts or other messages) and must be signed by an Owner or President of 21st Amendment.

(Initial) \_\_\_\_\_ **For new hires or re-hires after January 1, 2018**, you also agree and understand that as a condition of your employment at 21st Amendment, if there is any dispute between you and 21st Amendment regarding your employment or termination, the dispute will be resolved by **binding arbitration**. Refer to Section XIII at the end of this Handbook.

(Initial) \_\_\_\_\_ : **For current employees**, employed before January 1, 2018, arbitration is not mandatory. If you agree to arbitration, however, if there is any dispute between you and 21st Amendment regarding your employment or termination, the dispute will be resolved by **binding arbitration**. Refer to Section XIII at the end of this Handbook.

This handbook sets forth the entire agreement between 21st Amendment employees and 21st Amendment as to the duration of employment and the circumstances under which employment may be terminated. Nothing in the 21st Amendment Employee Handbook or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

## D. RIGHT TO REVISE

This employee handbook contains the employment policies and practices of 21st Amendment in effect at the time of publication.

21st Amendment reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment. However, any such changes must be in writing and must be signed by the Owner and/or President of 21st Amendment.

Any written changes to this handbook will be distributed to all employees so that employees are aware of the new policies or procedures. Changes to the handbook may be “amendments” contained as supplemental attachments and employees will be notified and the amendments can be accessed online or (by request) in paper form. No oral statements or representations can in any way alter the provisions of this handbook.

#### **E. EQUAL EMPLOYMENT OPPORTUNITY**

21st Amendment is an Equal Opportunity Employer. The goal of the 21st Amendment policy is to provide equal employment opportunities without regard to race, religion, religious creed (includes all aspects of religious belief, observance, and practice, including religious dress and grooming practices), color, national origin (including language use restrictions), ancestry, physical and mental disability, medical condition, genetic information, denial of family and medical care leave, marital status, sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy), gender, gender identity or non-identity, gender expression, sexual orientation, sex stereotype, transgender, age (40 and over), military and veteran status, and any other local, state, or federal protected basis. We will not unlawfully consider any of these factors.

21st Amendment is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all employees involved in 21st Amendment operations and prohibits unlawful discrimination by any employee of 21st Amendment, including supervisors and coworkers.

#### **F. PERFORMANCE MANAGEMENT & REVIEWS:**

At 21st Amendment, establishing the right KPIs (Key Performance Indicators) and communicating these KPI's will contribute to our overall business success. We consider performance reviews to be important and part of an employee's work history. Every employee should look forward to having an annual performance appraisal with their manager to best describe current performance levels and have discussions about future goals and development. The 21st Amendment Performance Appraisal is considered a “living document” that is flexible and current and based on performance goals with the intent of having collaborative discussions between manager and employee.

##### **Performance Appraisal Goals:**

21st Amendment strives to make the most of the performance appraisal process by focusing on two-way communication between managers and employees. Below are examples for our ideal performance appraisal system:

- All employees should know exactly where he or she stands in relation to achieving goals and reaching performance milestones that contribute to career development, promotions and more.
- Managers gain insights into what motivates employees through the performance appraisal tool.
- Employees experience a productive exchange of performance feedback with their managers and are clear on opportunities and a path toward a career goal or other goals while at 21st Amendment.
- The company retains motivated employees who understand their role and the roles of others in contributing to the overall success of the organization.

In addition to focusing only on a few major goals during a single year, the goals should be SMART:

- Specific, clear and understandable.

- Measurable, verifiable and result-oriented.
- Attainable, yet developmentally challenging.
- Relevant to the goals of the department and 21st Amendment.
- Time-bound with a schedule and specific milestones.

All performance reviews should be held at a minimum – annually. This session should be interactive with the manager managing the process and the employee filling participating actively such as filling out the self-evaluation form. Both manager and employee should have a performance review that includes information that is engaging and based on the S.M.A.R.T. process. The manager will make the final decision with a second-level manager as the final approver of the performance appraisal form.

All employees can inquire with the second-level manager or Human Resources should a question or concern arise pertaining to performance appraisals.

## **G. PERFORMANCE APPRAISALS & MERIT INCREASES**

All changes in pay will be consistent with the company's compensation plan based on job and pay data. Annual performance appraisals are a good measure of what employee's merit potential are based on positive performance results. The performance appraisal system measures pay for performance however, it should not be assumed that every performance appraisal is a guarantee of a pay increase. The system is designed to measure performance results based on defined goals and how well the employee performs against these goals.

Merit increases are determined by a variety of factors. Some examples are: meeting performance goals, consistent and reliable attendance, working efficiently, effective communication, work accuracy, showing a positive attitude, teamwork, maintaining a good work record and other performance-related topics. At the end of the performance review process, you will be able to review and sign the performance appraisal form to acknowledge the contents and work on your performance appraisal goals. Your manager will confirm pay and merit increases based on performance results and achievements.

## **H. INTERNAL JOB OPPORTUNITIES:**

21st Amendment considers itself an Equal Opportunity Employer for internal and external candidates that meet minimum job requirements for posted positions. Employees are encouraged to express their interest to their managers for future opportunities. Job postings will be communicated via our website.

Internal candidates should meet minimum requirements when opportunities arise:

- Maintain a good record of performance and attendance and avoid disciplinary write-up's related to poor performance, policy violations or attendance issues.
- Communicate with your manager if you are interested in an internal job posting before you apply for an internal position.
- After speaking to your manager, apply for the job via the 21st Amendment website. Candidates are also encouraged to ask for help by their managers or Human Resources on resume formats, interviewing, and general questions about the new job posting.
- The company will inform you on the status of your internal application.

## **Promotions**

21st Amendment is a company that believes in identifying top talent and setting people up for success in their assigned job. Promotions are defined as employee's moving into different positions that require more skills, knowledge, and qualifications. The job scope will increase, and an employee can expect an elevation in job responsibilities. Promotions may involve a title change and an increase in pay (depending on the job and the required skill level).

## **I. OPEN-DOOR POLICY**

21st Amendment's "open-door" policy encourages employees to discuss any work-related problems or issues without the need for formality and to interact with their supervisors, Human Resource representatives, or with higher management in an attempt to resolve issues. You are encouraged to use the process for resolving issues. In circumstances where you feel that personality conflicts or other issues would prevent the candid discussion and resolution of issues, you have the option of bypassing your supervisor and going to other management resources or the President or Owner to work to resolve issues. You have the responsibility of actively communicating whenever you have problems that need to be resolved or concerns that need to be addressed.

## **J. NON-DISCLOSURE**

As an integral part of the relationship created between 21st Amendment and an employee, the employee will become privy to confidential information and trade secrets, as more fully defined below. The dissemination by the employee of any such confidential information and/or trade secrets to and Prohibited Person, or any other third-party persons not directly affiliated with 21st Amendment, or to persons affiliated with 21st Amendment who are not entitled to receive such information and/or trade secrets, is harmful and damaging to the interests of 21st Amendment.

### **1. Trade Secrets**

A trade secret is any information, process, or idea that is not generally known in the industry, that 21st Amendment considers confidential. Examples of trade secrets include:

- Recipes
- Product Introduction Plans
- Production Techniques
- Marketing Strategy
- All information relating to production processes now existing or currently under development by 21st Amendment, including but not limited to: flow charts, design statistics, specifications, evaluations, test results, and quality control specifications
- Vendors and/or customer lists and records
- Management tools and problem-solving techniques
- Customer lists
- Customer preferences

- Confidential customer information
- Customer trade secrets
- Financial information
- Pending projects and proposals
- 21st Amendment organizational charts
- Employee contact information

All 21A employees understand that the above list is intended to be illustrative and that other trade secrets, which shall also be held confidential, may currently exist or arise in the future. In the event that an employee is not sure whether certain information is a trade secret, then the employee shall trust that information as confidential and a trade secret unless an employee is informed by 21st Amendment to the contrary.

## **2. Prohibited Persons**

Any person(s):

- Not directly affiliated with 21st Amendment who in the normal scope of such affiliation has access to, and the authority to access the Trade Secrets
- The general public
- Any person(s) or entities in competition with 21st Amendment

## **3. No Disclosure of Trade Secrets**

All 21<sup>st</sup> Amendment employees agree not to disclose to any Trade Secrets to a Prohibited Person, directly or indirectly, and whether for compensation or no compensation, without written consent of 21st Amendment. Any such written consent shall be strictly construed in its scope and interpretation against disclosure of Trade Secrets, shall be strictly constructed in its scope to maximize the definition of Prohibited Persons, and shall be strictly construed in its scope to limit the amount of information which constitutes Trades Secrets.

All 21<sup>st</sup> Amendment employees agree to surrender to 21st Amendment, all notes, records and documentation that were used, created, or controlled by the employee during employment upon termination or separation from employment. In addition, subsequent to termination of employment, employee agrees not to use any trade secrets, learned or obtained by employee, while in 21st Amendment's employ.

## **4. Damages and Remedies**

All 21<sup>st</sup> Amendment employees acknowledge that a violation of the terms of this policy will cause damage and harm to 21st Amendment, including but not limited to loss of competitive advantage, loss of revenue, increase in costs, and other harm not yet ascertainable to 21st Amendment and to the employee. Employees acknowledge that any such damages set forth above will be difficult if not impossible to calculate in monetary terms and will be irreparable to 21st Amendment. Employee agrees that in the event

of a breach or violation of this policy, the employee will not oppose a request for equitable relief, including any affirmative temporary restraining order, with or without notice: any preliminary injunction; and/or a permanent order to enjoin any further violations of this policy, in addition to monetary relief for damages suffered by 21st Amendment.

All 21<sup>st</sup> Amendment employees agree that upon written notice from 21st Amendment declaring a violation of this Non-Disclosure policy, that employee shall immediately cease all further activities which are, or are claimed by 21st Amendment to be, a breach of this policy.

All 21<sup>st</sup> Amendment employees agree to notify 21st Amendment in writing if employee has, or will in the immediate future, have business or other contact with any competitor of 21st Amendment, including the name of such competitor, the name of the contact person of such competitor which is in direct contact with the employee, and a description of the actual contemplated business activities which employee and such Competitor are engaged, or will be engaged in. Employee gives 21st Amendment permission to contact such competitor to give such Competitor notice of the terms of this Non-Disclosure policy.

## **5. Duration of this Agreement**

The length of time this Nondisclosure Agreement is to remain in effect is indefinitely, or until released in writing by 21st Amendment and the obligation to protect confidential business information and trade secrets continues even after termination of employment. 21st Amendment will take all reasonable steps, including litigation, to guard against use or disclosure of confidential information by its former employees.

Nothing contained in this handbook is intended to interfere with any rights granted to employees by any federal, state, or local law, including the National Labor Relations Act. To the extent any provision of this handbook is inconsistent with any federal, state, or local law, the 21st Amendment fully intends to comply with the law and respect the rights of its employees.

## **K. CONFLICT OF INTEREST**

All persons employed by 21st Amendment owe a duty of fidelity to the company. Employees must never place themselves in a position where their self-interest may conflict with this duty. Any employee who breaches this policy is subject to disciplinary action, up to and including discharge.

- Duty of Fidelity**

Employees owe a duty of loyalty and fidelity to 21st Amendment. Employees are expected to perform their duties on behalf of 21st Amendment faithfully, diligently and to the best of their abilities.

- Conflict of Interest**

Employees must never allow themselves to be placed in a position where their personal interests are in conflict (or could be in conflict) with the interests or business of 21st Amendment.

Employees must avoid any situation or activity that compromises, or may compromise, their judgement or ability to act in the best interest of 21st Amendment.

- **Disclosure of Potential Conflicts**

Employees must promptly disclose to 21st Amendment material information regarding any relationship, ownership or business interest (other than non-controlling investments in publicly-traded corporations), whether direct or indirect, that the employee or a member of his/her family (which includes, spouse, domestic partner, parent, child, or spouse of a child, brother, sister, or spouse of a brother or sister) or someone in employee's household such as a roommate, has with any person, or in any business or enterprise, that:

1. competes with the 21st Amendment; or
2. purchases or sells, or seeks to purchase or sell, goods or services to or from the 21st Amendment.

- **Protective Steps**

Upon disclosure of the information described above, 21st Amendment will take appropriate steps to protect against any actual or potential conflict of interest. Such steps may include:

1. requiring the employee to refrain from being involved in any decisions made by 21st Amendment regarding its dealings with such person, business or enterprise; or
2. requiring the employee to refrain from being involved in any dealings on behalf of 21st Amendment with such person, business or enterprise; or
3. requiring the employee to dispose of his/her interest in such business or enterprise if he/she wishes to remain in 21st Amendment's employ.

- **Harm to Business or Reputation**

Employees must refrain from engaging in conduct that could adversely affect 21st Amendment's business or reputation. Such conduct includes, but is not limited to:

1. publicly criticizing 21st Amendment, its management or its employees; or
2. engaging in criminal conduct or other behavior that could harm 21st Amendment's business or reputation.

- **Gifts or 'Kickbacks'**

Employees must never accept any 'kickbacks,' loans, gifts of other than nominal value (less than \$50), or personal payments of any kind, from any person or business enterprise that:

1. competes with 21st Amendment; or
2. purchases or sells, or seeks to purchase or sell, goods or services to, or from, 21st Amendment.

- **Company Funds and Property**

Employees must be conscientious and scrupulous in their handling of funds and property belonging to 21st Amendment and must always avoid any form of financial impropriety.

Employees must not use, or permit the use of, 21st Amendment property or resources for anything other than approved 21st Amendment business or activities. Examples of unauthorized use would include using 21st Amendment computers or photocopiers for personal purposes.

- **Outside Employment or Business Activity**

During working hours, employees are expected to devote their full time and attention to the business and the affairs of 21st Amendment. Performance and attendance should continue at optimal levels despite what employees do outside of the company.

If an employee wishes to engage in employment or a business activity outside of 21st Amendment and the venture is within the Brewery field, then the employee is requested to disclose to 21st Amendment, the nature and extent of the proposed employment or business activity for further review. The company will determine with the employee if the proposed employment or business activity is in conflict with 21<sup>st</sup> Amendment or could negatively affect the employee's job performance or attendance.

## **IV. GENERAL EMPLOYMENT PRACTICES**

### **A. NEW HIRES**

In compliance with federal law, all newly hired employees must present proof that they are legally eligible to work in the United States. 21st Amendment maintains records related to that proof, including a copy of the USCIS Form I-9 that each employee completes. The employee is also asked to complete paperwork and forms relating to their employment, such as tax withholding forms.

### **B. PROOF OF WORK ELIGIBILITY**

Within three business days of an employee's first day of work, the employee must complete a Federal Form I-9 and show documentation proving identity and eligibility to work in the United States. Documents presented must be original and unexpired. This is a federal government requirement.

If an employee has worked for 21st Amendment previously, you only need to provide this information if it has been more than three years since an I-9 Form was last completed or if the current I-9 Form is no longer valid.

### **C. INTRODUCTORY PERIOD**

At 21st Amendment, we are excited about bringing new talent to our company. All new hires will experience an introductory period of 90 days. At the end of the 90 days, all new hires will be provided a 90-Day Evaluation by their manager, to confirm the introductory period has been completed. This evaluation is a way to let all new hires know about their current performance and talk about year-end performance objectives as part of the transition period.

During the introductory period, new hires should be aware of accelerated attendance and performance requirements. The company may extend the introductory period if a new hire is not meeting job requirements such as attendance or performance. All new hires will be informed of these accelerated attendance and performance expectations during the first week of new hire orientation.

Satisfactory completion of the introductory period does not alter the at-will employment relationship with 21st Amendment. Employment is at-will and may be terminated at any time with or without cause or notice both during and after the introductory period.

#### **D. PERSONNEL RECORDS/EMPLOYEE FILES**

The information recorded in your personnel or employee file is extremely important to you and to 21st Amendment. It is your responsibility to make sure that the personal data in the file is accurate and up-to-date. Report any change of address, phone number, and other critical contact or family status information to the Human Resource Department in writing immediately. As a 21st Amendment employee, you have a right to inspect your personnel/employee file, as provided by law, on 21st Amendment premises, at a time mutually convenient for you and 21st Amendment. If there is a disputed item in your personnel file, you may add your version of the situation to the file. Please make an appointment with the Human Resources Department and expect a response within 3 days of your written request.

After you have separated from 21st Amendment, you may request a copy of your personnel file, and you will be provided a copy within 30 days.

#### **E. PAYDAYS**

The workweek begins on Monday at 12:01 a.m. and ends on Sunday at 12:00 midnight.

All Employees regardless of classification are paid bi-weekly. In the event that a regularly scheduled payday falls on a day off such as a weekend or holiday, employees will receive pay on the business day immediately following the regularly scheduled payday. If a regular payday falls during on your vacation or other absence, and you are not paid through direct deposit, your paycheck will be available upon your return to work or will be otherwise delivered in accordance with your written instruction.

#### **F. PAYCHECK DEDUCTIONS**

Some mandatory payroll tax deductions that employers are required by law to withhold from an employee's paycheck include:

- Federal income tax withholding
- Social Security & Medicare taxes – also known as FICA taxes
- State income tax withholding
- Local tax withholdings such as city or county taxes, state disability or unemployment insurance
- Court ordered child support payments and other wage garnishments as allowed by law.

Voluntary payroll deductions cannot be withheld from an employee's payroll check unless that employee authorizes the deduction. Examples of voluntary payroll deductions include:

- Retirement or 401(k) plan contributions
- Health insurance premiums for medical, dental and vision plans
- Life insurance premiums
- Contributions to a health savings account plan
- Short term disability plans

#### **G. BUSINESS EXPENSES**

The company will reimburse employees for reasonable pre-approved business expenses. You must use good judgement and common sense regarding the necessity of business travel and work-related expenses and such expenses should be approved by your supervisor before they are incurred. Please keep all receipts and evidence of payment to submit for reimbursement. Reasonable expenses while traveling on

company business include, travel fares, accommodations, meals, tips, parking, miles driven for business and purchases on behalf of the company.

21st Amendment will provide corporate credit cards to authorized employees as a way to purchase approved goods and services for business-related activities. The following are guidelines pertaining to the credit card process:

- All employees with corporate credit cards are to exercise proper judgement and authority to purchase only approved goods and services on behalf of the company.
- As a cardholder, you are considered an authorized user on behalf of the company.
- Employee security information is to be provided as part of the corporate credit card set-up process.
- Monthly review and account for all transactions using the Union Bank Card Program Management System. These reviews shall be completed by the 3rd of each month.
- Failing to review and account for the transactions or mis-use of company credit cards may result in disciplinary action up to and including termination of employment.
- Refrain from exceeding authorized credit limit to include monthly limits established for the assigned corporate credit card.
- Any transactions in dispute should be investigated and remedied in a timely manner by contacting the merchant toward resolution. If that fails, contact Union Bank for assistance until the matter is resolved.
- Proper maintenance of account information, passwords, pins, with appropriate handling with security and access information.
- Immediate action if corporate credit card is lost or stolen by informing your manager, the company Finance Department and contacting Union Bank at 1-866-686-4706.
- Immediate release of the corporate card before termination with the company.

For a full review of the policy, please request a copy via the Finance Department or Human Resources. All corporate card holders are to review and sign the policy before a corporate credit card can be issued.

## V. PERSONNEL CATEGORIES

### A. EMPLOYMENT CATEGORIES

21st Amendment's employment classifications are explained 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 21st Amendment.

**Non-Exempt Employees:** Non-exempt employees are those who meet the criteria for being covered by the overtime provisions of the federal Fair Labor Standards Act and applicable state laws. (Generally, more than 40 hours a week and in certain States, such as California, or 8 hours

a day.) Non-exempt employees may be either full-time, part-time or temporary employees. Full-time non-exempt employees are not entitled to overtime pay for hours unless they work more than 8 hours a day or 40 hours a week.

**Exempt Employees** are those whose job assignments meet the federal and state requirements for overtime exemption. Exempt employees are compensated on a salary basis and are not eligible for overtime pay. Generally, executive, administrative, professional, and certain inside and outside sales employees are overtime exempt. Your Manager and with your Human Resources department, will inform you if your status is exempt.

**Full-Time Employees** are those who are normally scheduled to work and who do work a schedule of 30 hours or more hours per week. Full-Time Employees may be exempt or non-exempt depending upon their duties, as explained above.

**Part-Time Employees** are those who are scheduled to and do work less than 30 hours per week. Part-time, Non-Exempt Employees may be assigned a work schedule in advance or may work on an as-needed basis. Part-time employees are not eligible for benefits, except as required by applicable law.

**Temporary Employees** are those who are employed for short-term assignments. Short-term assignments will generally be periods of twelve months or less. Temporary assignments may, from time to time, be renewed or extend beyond twelve months. Individuals hired as Temporary Employees will remain temporary until they are given notice of a reclassification to another employment category. Temporary employees are not eligible for benefits, except as required by applicable law, and may be classified as exempt or non-exempt on the basis of job duties and compensation.

Full-Time, Non-Exempt Employees and Exempt Employees are eligible for the benefits offered by 21st Amendment, subject to the terms, conditions, and limitations of each benefit program.

Part-Time, Non-Exempt Employees and Temporary Employees receive all legally mandated benefits (such as Social Security and workers' compensation insurance). However, these employees are not eligible for any of 21st Amendment's other benefit programs.

## **B. PERSONNEL DATA CHANGES**

You are responsible for promptly notifying 21st Amendment 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, educational accomplishments, and other such status reports should be accurate and current at all times. If any personnel data has changed, notify your manager and Human Resources department immediately by phone, email or other forms of communication.

## **Employment Applications**

21st Amendment relies upon the accuracy of information contained in the applicant's résumé, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in

21st Amendment excluding the individual from further consideration for employment or, if the person has been hired, termination of employment. If it appears that any employee provided false information regarding his or her legal work authorization, then 21st Amendment may suspend the employee without pay pending an investigation.

### **C. IMMIGRATION INSPECTION**

The 21st Amendment will not voluntarily consent to allow immigration agents to search non-public areas or inspect employee records without a subpoena or judicial warrant. If 21st Amendment receives a notice of inspection, 21st Amendment shall post notice of the inspection within 72 hours of receiving the notice.

## **VI. TIMEKEEPING AND SCHEDULING**

### **A. ATTENDANCE AND PUNCTUALITY**

To maintain a safe and productive work environment, 21st Amendment 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 21st Amendment. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their Manager as soon as possible in advance of the anticipated tardiness or absence. All employees are expected to have a live conversation (not just a text or an email) with their supervisor or manager when they call out for work, are going to be late or other circumstances that impact their attendance at work. Poor attendance and excessive tardiness are disruptive. Poor attendance such as being tardy, establishing a pattern of attendance issues, not calling or showing up for scheduled shifts may result in disciplinary action, up to and including termination of employment.

### **B. WORK SCHEDULES**

Work schedules for employees vary throughout our organization. Your manager will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours (including overtime) that may be scheduled each day and week.

### **C. TIMEKEEPING**

Accurately recording time worked is the responsibility of every Non-Exempt Employee. Federal and state laws require 21st Amendment to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Non-Exempt Employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved by the employee's manager before it is performed.

Exempt employees may also be required to record their time worked and report absences from work for reasons such as leaves of absence, vacation, sick leave, or personal business.

It is your responsibility to utilize the 21st Amendment location timeclock system to certify the accuracy of all time recorded. Any errors in your timecard should be reported immediately to your supervisor, who will correct legitimate errors. Corrections to time will be made to accurately reflect the time you worked.

Contact your manager with any timekeeping related questions. You may also contact Human Resources on all questions pertaining to timekeeping and wage and hour policies.

Altering, falsifying, clocking in for co-workers, tampering with time records, still working when off the clock, not working while on the clock, sleeping while on the job, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

#### **D. OVERTIME**

When operating requirements or other needs cannot be met during regular working hours, employees may either be assigned or given the opportunity to volunteer for overtime work assignments. When it is necessary to work overtime, employees are expected to cooperate as a condition of employment. All overtime work must receive your manager's prior authorization unless an emergency situation requires that overtime work be performed prior to obtaining such authorization.

Overtime compensation is paid to all Non-Exempt Employees in accordance with federal and state wage and hour restrictions. Overtime pay is based on actual hours worked. Time off on sick leave, vacation leave, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations. 21st Amendment does not provide "comp" or "make up" time and will pay overtime based on actual hours worked. Employees who work overtime without a manager's approval will still be paid overtime hours but will also receive disciplinary action for working unapproved overtime.

#### **E. MEAL AND REST PERIODS**

##### **1. Meal Periods**

All employees are to take an unpaid meal period before the fifth hour. If you work less than six (6) hours, you are not required to take a meal period. If you work more than 6 hours, then you are required to take a meal period after 5 hours of work. Should your manager require you to work through your meal period, then the company will provide you with one (1) hour of premium pay at your normal hourly rate.

**Working through your meal period is not allowed.** All employees are responsible to alert their manager prior to reaching the 5<sup>th</sup> hour to arrange for coverage. No employee is allowed to work through their meal period without authorization. Should you work through your meal period without authorization, the company shall pay you premium pay however, employees will receive disciplinary action for not following the policy on meal period schedules.

Employees who work more than ten (10) hours in a day will be provided with a second, unpaid meal period. If the employee has not waived the first meal period and is working less than twelve (12) hours, the second meal period may be waived by mutual consent of both the employee and the 21st Amendment.

Meal periods must be at least **30 minutes long**; not less and not more. If necessary, your Manager may permit you to take up to one hour for an unpaid meal period. You will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time. You may leave the premises on your meal period.

##### **2. Rest Periods**

All employees are authorized and permitted one ten (10) minute rest period for every four hours of work or major portion thereof. If you are scheduled to work more than 6 hours and you work more than 6 hours, you are entitled to a second ten (10) minute rest period. A rest break is paid time when the employee is relieved of all work duties and responsibilities. Rest breaks may not be combined, added to a

meal period, or taken at the very beginning or very end of the day. If it is practicable, rest breaks should be in the middle of each work period and one rest break should be taken before your meal break and one afterwards. Your manager will schedule meal and rest periods to accommodate operating requirements. You are expected to observe your assigned working hours and the time allowed for meal and rest periods. You may leave the premises during your rest period, but you cannot take more than ten (10) minutes for each rest period.

### **3. Breaks for Nursing Mothers (Lactation Accommodation)**

Upon notice by the employee, within five (5) business days, 21st Amendment provide lactation accommodation to the employee.

Employee will be provided a clean space that is safe and sanitary place, other than a bathroom, that contains a chair, access to electricity, and surface space for a breast pump and that is shielded from view and free from intrusions from co-workers and the public allowing privacy for breastfeeding or expressing breast milk.

The lactation location can be used for other purposes, but during the duration of the employee's need to express milk, the lactation accommodation shall take priority.

21st Amendment will provide a reasonable break time for an employee to express breast milk for her nursing child. For non-exempt employees, the break time should, if possible, run concurrently with rest breaks already provided to the employee. Break time that does not run concurrently with rest breaks will not be paid

Employee will be provided a flexible work schedule including scheduling breaks and permitting work patterns that provide time for expression of breast milk. Time spent expressing milk in excess of the usual break times will not be compensated; however, make-up time (when appropriate) may be approved so that time needed to express milk beyond the usual break time allotments can be provided to the employee.

21st Amendment will engage in an interactive process with employee to reach a mutually agreed upon accommodation.

No retaliation shall be permitted in response to employee's request. If employee perceives that she is being retaliated against, she should immediately notify a Manager, supervisor or the Human Resources Director.

## **VII. BENEFITS**

### **A. EMPLOYEE BENEFITS**

Eligible employees at the 21st Amendment are provided a wide range of benefits. A number of the programs such as Social Security, workers' compensation, state disability, and unemployment insurance cover all employees in the manner prescribed by law.

Benefits eligibility depends upon a variety of factors, including employee status classification and length of service. The 21st Amendment Human Resources Department can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the Employee Handbook.

The following benefit programs are available to eligible employees:

**Medical, Dental, and Vision Insurance**

**San Francisco's Health Care Security Ordinance**

**EAP – Employee Assistance Program**

**AD&D (Accident Death & Dismemberment) Insurance**

**Long Term Disability Insurance**

**State Disability**

**Paid Family Leave**

**San Francisco Parental Leave – For San Francisco Employees Only**

**Unemployment Compensation**

**401(k)**

**Social Security**

**Workers' Compensation Insurance**

**Health Insurance Benefits Continuation (COBRA)**

**21st Amendment Discount Program**

Some benefit programs require contributions from the employee and some are paid by the 21st Amendment.

**B. MEDICAL, DENTAL, AND VISION INSURANCE**

21st Amendment provides health insurance coverage for qualified exempt employees and qualified full-time non-exempt in accordance with local, State, and federal regulations. You will be eligible for coverage on the first day of the month after you complete 30 days of employment. You may be required to contribute to the premiums each month. 21st Amendment also makes vision and dental coverage available for employees, at the employee's expense. Contact the 21st Amendment Human Resources Department to learn of specific plans and programs that are available.

**C. SAN FRANCISCO'S HEALTH CARE SECURITY ORDINANCE (HCSO) – FOR SAN FRANCISCO EMPLOYEES ONLY**

For San Francisco employees who are not covered under 21st Amendment's health insurance coverage, the company will provide Health Care Expenditure benefits to eligible employees as follows:

- Generally, the employee has been employed by 21st Amendment for at least 90 days (does not need to be continuous, consecutive nor in the same year) and performs at least eight hours of work per week in San Francisco.
- All eligible employees, even if they are temporary, part-time, commissioned or contracted.

- Employees who travel through San Francisco while carrying out their job duties are not considered to have performed work in San Francisco; however, if an employee's job requires him or her to make stops in San Francisco (e.g., deliveries), the employee is considered to have performed work in San Francisco. For these employees, hours worked include travel within the geographic boundaries of San Francisco. Travel working hours within San Francisco must exceed eight hours per week.
- If an employee is receiving health care services through another employer or through a spouse, domestic partner or a child, you may be asked to voluntarily waive the requirement that the company make the mandatory health care expenditure on your behalf. The request for waiver will be renewed annually.
- 21st Amendment makes payments each quarter on behalf of an eligible employee to the City Option.
- Eligible employees can obtain benefits by enrolling in SF City Option:

SFcityoption.org  
 (415) 615-5720  
 Email: [infor@cityoption.org](mailto:infor@cityoption.org)

#### **D. EMPLOYEE ASSISTANCE PROGRAM**

21st Amendment offers an Employee Assistance Program (EAP) to free to all active employees within the company. The EAP resource provides provide assistance to employees and dependents specifically designed to help with issues that may arise personally or professionally:

This program is managed by MetLife and employees are eligible for up to 3-5 telephonic consultations per incident per person, free of charge.

Family, relationship & parenting issues

- Child & elder care needs
- Emotional & stress-related issues
- Conflicts at home or work
- Alcohol & drug dependencies
- Health, wellness, legal and financial issues

MetLife offers 24/7 online and phone assistance with master's-level, licensed staff clinicians to address many types of issues.

Phone: 1-888-319-7819

Online: [metlifeeap.lifeworks.com](http://metlifeeap.lifeworks.com)

User Name: metlifeeap

Password: eap

#### **E. AD&D (ACCIDENT DEATH & DISMEMBERMENT) INSURANCE**

21st Amendment provides accidental death and dismemberment insurance coverage for qualified exempt employees and qualified full-time non-exempt in accordance with local, State, and federal regulations. You will be eligible for coverage on the first day of the month after you complete 30 days of employment. You may be required to contribute to the premiums each month.

#### **F. LONG TERM DISABILITY INSURANCE**

21st Amendment provides long term disability insurance coverage for qualified exempt employees and qualified full-time non-exempt in accordance with local, State, and federal regulations. You will be eligible for coverage on the first day of the month after you complete 30 days of employment. You may be required to contribute to the premiums each month.

#### **G. STATE DISABILITY INSURANCE**

Each employee contributes to the State of California to obtain disability insurance pursuant to the California Unemployment Insurance Code. Contributions are made through a payroll deduction. Disability insurance is payable when you cannot work because of illness or injury not caused by employment at the 21st Amendment or when you are entitled to temporary workers' compensation at a rate less than the daily disability benefit amount. Specific rules and regulations governing disability are available from Human Resources.

The SDI claim forms needed to request California Disability benefits are available from Human Resources. It is the employee's responsibility to file a claim for benefits.

#### **H. PAID FAMILY LEAVE**

Paid Family Leave (PFL) is not a leave of absence. It is a **partial wage-replacement** plan for California workers during an absence paid by the State of California's Employment Development Department (EDD). PFL is a state benefits program that provides eligible employees with up to 60% or 70%, depending on income of their weekly wages for up to 6 weeks to bond with a newborn, newly adopted or foster child. PFL provides short-term benefits to eligible workers who suffer a wage loss when they are unable to work because they need to:

- Care for a seriously ill child, spouse, parent or domestic partner
- Bond with the employee's new child or the child of the employee's spouse or domestic partner; or

Bond with a child in connection with the adoption or foster care placement of the child with the employee or the employee's spouse or domestic partner

Employees who take time off from work to care for family members may be eligible to receive a portion of their usual wages. All employees covered by California State Disability Insurance are also eligible for Paid Family Leave benefits. Paid Family Leave benefits are payable when the employee is required to take time off work to care for a parent, spouse, or domestic partner who has a serious health condition, for the birth of a child of the employee or the employee's domestic partner, the placement of a child with an employee in connection with the adoption or foster care placement of the child by the employee or domestic partner, or the serious health condition of a child of the employee, spouse or domestic partner.

21st Amendment will require you to use accrued vacation, up to a maximum of two weeks, before you will be eligible to receive Paid Family Leave benefits. If you do not have two weeks of accrued vacation, you must exhaust your accrued vacation before you will be eligible to receive Paid Family Leave benefits. If you have no accrued vacation, or if your accrued vacation is less than one week, you will have a seven-day waiting period before you begin receiving Paid Family Leave benefits.

Paid Family Leave benefits are a percentage of your regular earnings up to a maximum period provided by law in any year.

Currently, to receive benefits, you must:

- File a claim for PFL benefits using SDI Online or by mail.
- Serve a 7-day, unpaid waiting period unless you are a new mother transitioning from a Disability Insurance pregnancy-related claim.
- Have at least \$300 in wages that are subject to State Disability Insurance (SDI) contributions (look for “CASDI” on your paystubs) during the 12-month base period of your claim.
- Provide proof of relationship for bonding claims (birth certificate or record, adoption paperwork, etc.).
- Have the care recipient’s physician/practitioner certify to the need for care by completing the “Physician/Practitioner’s Certification” for care claims.

The SDI claim forms needed to request Paid Family Leave benefits are available from the 21st Amendment Human Resources Department. It is the employee’s responsibility to file a claim for benefits.

#### **I. SAN FRANCISCO PARENTAL LEAVE – FOR SAN FRANCISCO EMPLOYEES ONLY**

The San Francisco Paid Parental Leave Ordinance (SF PPLO) requires employers who have employees working in San Francisco to provide Supplemental Compensation to employees who are receiving California Paid Family Leave (PFL) benefits (described above) to bond with a new child, so that the employees receive up to 100% of their normal weekly wages during 6 weeks of parental leave. The SF PPLO is paid by 21st Amendment. In order to receive the SF PPLO parental leave benefits, an employee will have to apply for both the State PFL benefits (by applying to EDD) and the SF PPLO benefits (by submitting the documentation to 21st Amendment).

Under the SF PPLO, eligible employees are those who have worked for 6 months (180 days) before taking bonding leave and work a minimum of 8 hours per week and 40% of your working hours for 21st Amendment are in San Francisco.

21st Amendment will provide employees receiving state PFL to bond with a new child with “Supplemental Compensation” equal to the difference between the employee’s PFL benefit amount and the employee’s normal gross weekly wages such that the employee receives up to 100% of their weekly wages, subject to a weekly maximum benefit amount, for up to 6 weeks.

- Only employees who meet ALL of the following requirements are covered under the SF PPLO and are entitled to receive Supplemental Compensation

- Commenced work for your covered employer(s) at least 180 days before start of state PFL payment period
- Work at least 8 hours per week for your covered employer(s)
- Work in San Francisco for at least 40% of your weekly hours for your covered employer(s)
- Apply for and receive California Paid Family Leave (PFL) benefits from the State Employment Development Department (EDD)

For any questions pertaining to this ordinance, contact the 21st Amendment Human Resources Department.

#### **J. UNEMPLOYMENT COMPENSATION**

21st Amendment contributes to the California Unemployment Insurance Fund on behalf of its employees.

#### **K. 401(K) PLAN**

21st Amendment has a 401K Plan to help prepare eligible employees for retirement. Employees become eligible after they become 21 years old, have been employed with 21st Amendment for over one year or have worked at least 1,000 hours within 12-months of consecutive service. The company's 401K plan is managed by American Funds. Once you become eligible, you will receive an enrollment packet containing an SPD (Summary Plan Description) to provide you with all the details.

For more information, contact the Human Resources Department.

#### **L. SOCIAL SECURITY**

Social Security is an important part of every employee's retirement benefit. 21st Amendment pays a matching contribution to each employee's Social Security taxes.

#### **M. WORKERS' COMPENSATION INSURANCE**

21st Amendment provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses must inform their manager immediately. Employees may also advise Human Resources if their manager is unavailable. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible. Employees that make late claims on workplace injury or illnesses, may face progressive discipline for failing to follow policy in reporting worker's compensation injuries in a timely manner.

Neither 21st Amendment nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by 21st Amendment.

Any employee attempting to claim false worker's compensation claims due to a personal injury or illness will not be tolerated. These claims will be thoroughly investigated. Investigations that confirm any employee making false claims will receive disciplinary action up to and including termination of employment.

Any manager or supervisor who fails to properly handle worker's compensation injuries or illnesses will also be investigated. These matters will be handled according to confirmed details following an investigation. All employees, supervisors, and managers involved in these matters of failing to report workplace injuries or illnesses may face disciplinary action up to and including termination of employment.

#### **N. BENEFITS CONTINUATION (COBRA)**

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the 21st Amendment health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at the 21st Amendment's group rates plus an administration fee. 21st Amendment provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the 21st Amendment's health insurance plan. The notice contains important information about the employee's rights and obligations. For more information about your COBRA benefits, please contact the 21st Amendment Human Resources Department.

#### **O. 21ST AMENDMENT DISCOUNT & ALCOHOL POLICY**

21st Amendment offers all active employees with discounts on food, beer and merchandise.

Food: 25% off all food purchases when dining at the SF Pub, and eventually at the Brewery location, as well. This includes guests that are visiting with you on your off time.

Non-alcoholic Beverages: 100% Covered!

Draft Beer: The first round of beers is on us and any additional beers will receive a 25% discount – Cheers!

Merchandise: All 21A merchandise can be purchased at company cost. Thanks for being a beautiful billboard!

Beer: Two cases per month of any beer or a sixtel (1/6 bbl) for FREE! Here's how you get your beer:

- If you choose to take your monthly allotment of beer in the form of a sixtel (1/6 bbl), please see keg pick up guidelines below. A deposit for the keg shell is required.
- San Leandro Crew can pick up their allocated beer in San Leandro only
- Beer needs to be pulled in full cases – Mixed cases are fine.

- You can only pick up your own allocation of beer. Sorry...can't grab your friends' beer for them.
- Pub Crew may pick up their allocated beer at the pub subject to availability. 4 days advanced notice is recommended. See pub manager with your request.
- Beer privileges do not carry over from month to month.

Keg Beer: up to 10 kegs (1/2bbl or 1/6bbl) per year at 21A cost, \$65 per half barrel, and \$40 per sixtel.

Here's how you get your beer:

- Employee must provide a \$60 keg deposit, and, if necessary, \$50 party pump (tap) deposit.
- E-mail your keg request to [SLTR@21st-amendment.com](mailto:SLTR@21st-amendment.com) 1 week in advance so we can be sure to have your beer on hand.
- All KEG requests will be picked up from the SL Tasting Room from yourself.
- Kegs of pub beers are not available for purchase.
- Purchase up to 4 cases per month at \$21.00 in the Taproom only.

### **Alcohol Policy - Drink Responsibly**

You work for a brewery; there is beer around you every day, every moment in everything that you do, so obviously there will be opportunity to have a beer. Working at the 21A you have opportunity to enjoy a beer after a hard day's work.

Brewery employees have the ability to be tasting beer for quality/sensory but cannot consume alcohol while they are operating forklifts or any equipment in the brewery. This is a hazardous job that can turn for the worse if your abilities are altered due to alcohol consumption. When you clock out and your day is done you are welcome to enjoy a beer or take home your monthly beer allowance.

21<sup>st</sup> Amendment Brewery is a manufacturing facility and consumption of alcohol while working may impair your ability to operate machinery and it could put you or your coworkers at risk (work smart/safe). Employees can receive a complimentary post shift beer once they have clocked out.

## **VIII. VACATION AND LEAVE**

### **A. TIME OFF WORK**

Eligible employees at 21st Amendment are provided time off work in a variety of situations. A number of the time off programs are prescribed by law. Benefits eligibility depends upon a variety of factors, including employee full-time or part-time status, classification and length of time on the job. Eligible employees may take time off in the following situations:

- 21st Amendment-Recognized Holidays
- Vacation

- Sick Leave
- Pregnancy Disability Leave
- School Visit Leave
- Jury Duty and Witness Leave
- Military Leave
- Organ and Bone Marrow Donation Leave

Some of the time off will be with pay, while other time off is unpaid. Please contact the Human Resources department for more information.

## **B. HOLIDAYS**

21st Amendment will grant paid holiday time off to all eligible salaried and non-exempt employees on 21st Amendment-recognized holidays if the holiday falls on an employee's regularly scheduled week day. To be eligible, the employee must be working full-time. Non-exempt or hourly San Francisco and San Leandro Pub and Taproom employees are **not** eligible for paid holiday time off but will be paid regular pay if you work on a holiday. Non-Pub non-exempt employees, such as 21st Amendment office and production staff who are non-exempt are eligible for paid holiday time off. A full-time exempt employee will receive regular pay for the week of the holiday if the holiday falls on a regularly scheduled work week and are eligible for 2 additional floating holiday days which must be approved by your supervisor. Full-time exempt employees will not receive holiday pay if the holiday falls during their vacation time off, but the holiday will not be counted as a vacation day. For salaried employees, if you work on a holiday, then an additional day may be taken off as part of the holiday benefit. This day must be taken off within 30 days of the paid holiday.

21st Amendment-recognized holidays are:

New Year's Day	Thanksgiving
Memorial Day	2 Floating Holidays
July 4 <sup>th</sup>	Christmas
Labor Day	Day After Thanksgiving

Holiday pay for eligible non-exempt employees will be calculated based on the employee's regular hourly pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day.

Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime. In order to be eligible for a paid holiday you must have worked the full workdays immediately preceding AND immediately following the scheduled paid holiday. The only exception to this is when a paid vacation day or paid vacation days is/are scheduled and authorized to be taken the day before and/or the day after the scheduled paid holiday.

Example: A scheduled paid holiday falls on a Monday. In order to be paid for that scheduled paid holiday, you must have worked an 8-hour day on the Friday preceding the holiday and an 8-hour day on the Tuesday following the holiday, unless:

- a) Friday was a paid vacation day and you worked a full day Tuesday; or
- b) You worked a full day Friday and Tuesday was a paid vacation day; or
- c) Friday and Tuesday were both paid vacation days.

### C. VACATION

Eligible Full-time employees are entitled to earn vacation time. We know how hard you work and recognize the importance of providing you with time for rest and relaxation. We fully encourage you to get this rest by taking your vacation time off. Time off under this policy includes extended time off, such as for a vacation and to handle personal affairs.

From an employee's hire date, all eligible employees accrue vacation time off as follows:

<u>Years of Service</u>	<u>Weeks Per Year</u>	<u>Hours Accrued Per Paycheck</u>	<u>Maximum Accrual Cap</u>
0-3 Years	Up to 2 Weeks (80 hours)	3.08 Hours	120 Hours
4-5 Years	Up to 3 Weeks (120 hours)	4.62 Hours	180 Hours
6+ Years	Up to 4 Weeks (160 hours)	6.16 Hours	240 Hours

Vacation accrues on a pro-rata basis throughout the year. The maximum vacation time off entitlement for eligible employees is pro-rated based on hours worked.

Eligible employees accrue paid time off up to a cap of (1.5) times their maximum yearly accrual. At that point, accrual stops until banked paid time off is used. For example, if maximum vacation time off accrual for a year is 80 hours, an eligible employee will stop accruing vacation time off once the employee has 120 banked hours.

**Use of Vacation Time:** Generally, you must provide advance notice of all Vacation. If you wish to use vacation time, you must submit a request to your manager at least two (2) weeks in advance of your requested time off. Every effort will be made to grant your request, consistent with our operating schedule. However, if too many people request the same period of time off, 21st Amendment reserves the right to choose who may take time off during that period. Individuals with the longest length of service generally will be given preference.

Vacation time off may be used only in half-day increments.

**For exempt employees, if you are absent for more than 4 hours, your vacation balance may be reduced by the hours taken off.**

Accrued, unused vacation time off is paid out upon separation from employment.

#### **D. SICK LEAVE**

Employees are provided paid sick leave (PSL) in accordance with applicable law. The amount of sick leave available to you is shown on your pay stub. Detailed information about the amount of sick leave available and how it is granted is available from the 21st Amendment Human Resources Department.

#### **Healthy Workplaces, Healthy Families Act:**

California's PSL law includes the following basic requirements:

- Employees must work in California for 30 or more days in a 12-month period for 21st Amendment, regardless of whether you are full-time, part-time, or temporary.
- Employees begin accruing sick leave from the first day of employment.
- Employees will accrue one hour of sick leave for every 30 hours worked.
- Employees may use accrued PSL starting from the 90th day of continuous employment.
- 21st Amendment limits the amount of PSL an employee can use in one year to 24 hours or three scheduled work days, whichever is greater.
- 21st Amendment will allow accrued unused PSL to be carried over to the next year, subject to a carryover cap of 48 hours or six days.
- Amount of available PSL is listed on employee paychecks.
- May use PSL for an existing health condition or preventive care, or for specified purposes for an employee who is a victim of domestic violence, sexual assault or stalking.
- PSL can be used in 2-hour or more increments.
- Unused PSL will not be paid out upon termination or separation from employment.

#### **For San Francisco Employees:**

San Francisco's PSL law includes the following basic requirements:

- Employees begin accruing sick leave from the first day of employment.
- One hour of PSL for every 30 hours worked for employees.
- Employees may use accrued PSL starting from the 90th day of continuous employment.
- Eligible employees accrue at least up to 72 hours.
- Accrued PSL carries over from year to year – no cap.
- Amount of available PSL is listed on employee paychecks.
- May use PSL for an existing health condition or preventive care, or for specified purposes for an employee who is a victim of domestic violence, sexual assault or stalking.

- PSL can be used in 1 hour or more increments.
- Unused PSL will not be paid out upon termination or separation from employment.

**Earning Sick Leave:** All employees (full-time, part-time and temporary) will accrue PSL. (For new hires, the accrual of PSL will begin on the first day of work and can be taken after an employee has worked for 90 days.) Employees will accrue 1 hour of PSL for every 30 hours (regular or overtime) worked. Earning or accruing PSL is capped at 48 hours or 6 days. In San Francisco, PSL is capped at 72 hours. After the cap is reached, no additional PSL will accrue until some of the PSL in the employee's PSL "bank" is used. Unused PSL will carry over to the following year (either on July 1 of each year, or the anniversary date of hire), subject to either the 48 hours or 6 days cap or in San Francisco, 72 hours cap. PSL is not paid upon termination of employment.

PSL accrues only when employees work and does not accrue when you are out on vacation, out sick, on a leave of absence or otherwise absent from work. Unused hours of PSL that employees have accrued do not expire at the end of the year. There is however a cap of 48 hours of PSL. Once employees hit their cap of PSL, they no longer accrue PSL until they use some of the hours they have "in the bank". This "bank" carries over from year to year. You will not be paid for unused PSL while you are employed by 21st Amendment or upon termination of your employment. Sick leave is not for personal absences. If you misuse sick leave, you will not receive PSL and you may be disciplined or terminated.

**Use of PSL:** PSL may be used for periods of temporary absence due to illness or injury, including medical, dental, and vision care appointments. You may use PSL for your own illness or injury, or for the purpose of receiving medical care, treatment, or diagnosis, and also to aid or care for a Family Member or Designated Person when those persons are ill, injured, or receiving medical care, treatment, or diagnosis. A Family Member is defined as your child; parent; legal guardian or ward; sibling; grandparent; grandchild; and spouse or registered domestic partner under any state or local law. These relationships include not only biological relationships but also relationships resulting from adoption, step-relationships, and foster care relationships. If you have no spouse or registered domestic partner, you may designate one person (the "Designated Person") for whom you may use paid sick leave to provide aid or care. This designation must be on file with the 21st Amendment before the you may use paid sick leave for this purpose.

You may also use PSL if you are a victim of domestic violence, sexual assault, or stalking and need time off from work to obtain or attempt to obtain a temporary restraining order, restraining order, or other injunctive relief, to help ensure your health, safety, or welfare or your child. An employee who is a victim of 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.

PSL may be used in increments of 1 hour or more for San Francisco employees or 2 hours as more for other employees when used for medical care, treatment, or diagnosis for you or your family member or if used to obtain medical or other care or to handle legal matters if you are a victim of domestic violence, sexual assault, or stalking.

**Notice of Use of PSL:** If you are unable to work due to injury or illness, you should contact your Manager before the scheduled start of the work day. Reasonable advance notice (verbal or written) of at

least 2 hours of the need to take PSL is required, except that for emergencies, you must call in and notify your supervisor or Manager as early as possible, but at least by the start of your workday.

You should contact your supervisor or Manager on each day that you are unable to work due to injury or illness.

If you call in sick for three (3) or more consecutive days, 21st Amendment may require you to provide a doctor's note on the day you return to work. 21st Amendment also reserves the right to require a doctor's note in other circumstances, for example, (1) a doctor's note or other form of verification may be requested verifying the disability or injury and its beginning and expected ending dates, (2) 21st Amendment may request that the employee provide a doctor's note for any absence due to the injury or illness of a Family Member or Designated Person, (3) if you are absent on the days before or after a holiday or consistently before or after your scheduled days off; or (4) if 21st Amendment has reasonable suspicion that you are abusing or misusing PSL.

Except in San Francisco, the **use** of PSL is limited to 3 days (at 8 hours a day) or 24 hours per year. San Francisco employees may take up to 72 hours per year. In San Francisco, PSL may be taken in 1-hour increments for approved PSL leaves. In San Leandro, PSL may be taken in minimum 2-hour increments for approved PSL. Accrued PSL may be taken for the treatment, diagnosis or care of an existing health condition or preventative care of the employee or a family member, or by the employee who needs time off because the employee is a victim of domestic violence, sexual assault or stalking. A family member includes a child (biological, adopted, step, foster or legal ward), a parent (biological, adoptive, step, foster or legal guardian), spouse, registered domestic partner, grandparent, grandchild or a sibling.

Employees who separates from employment, but are re-hired within 12 months, will have any previously accrued/unused PSL reinstated.

## **IX. EMPLOYEE LEAVE BENEFITS**

21st Amendment complies with all state and federal employee leave requirements. For any questions on the company leave programs, start with your manager in partnership with the company's Human Resources Department.

### **A. PREGNANCY DISABILITY LEAVE (PDL)**

Pregnancy, childbirth or related medical conditions will be treated like any other disability, and an employee on leave will be eligible for the same temporary disability benefits as any other employee on disability leave.

If you are disabled due to pregnancy, childbirth, or a related medical condition, you may take up to a maximum of four (4) months (or 17 1/3 weeks) of unpaid pregnancy disability leave. You do not need to take the entire leave in one block but may be spread among different time periods. Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth are all covered by pregnancy-related leave.

If you request a change of position, and the change is recommended by your physician, 21st Amendment may transfer you to a less strenuous or hazardous position. Your work assignment may be changed as required to protect your health and safety and the health and safety of your child. Requests for transfers of job duties will be reasonably accommodated only if the job and security rights of others are not breached.

Temporary transfers due to health considerations will be granted where possible. However, you will receive the pay that accompanies the job, as is the case with any other temporary transfer due to temporary health reasons.

Pregnancy disability leave will usually begin when ordered by your physician. You must provide 21st Amendment with reasonable advance notice of your need for a pregnancy disability leave. You must also provide 21st Amendment with a certification from a health care provider, stating both the date your leave will begin and your anticipated return date. If the return date changes, you should inform 21st Amendment as soon as you know of the change. 21st Amendment will require a medical release from your physician before you return to work.

You will be required to use any accrued vacation and sick leave during a pregnancy disability leave. Otherwise, pregnancy disability leave will generally be unpaid time off, except for any time paid as the result of use of sick leave or vacation leave. However, if 21st Amendment provides a more generous leave policy for similarly situated employees with other temporary disabilities; 21st Amendment will provide benefits to any employee on pregnancy disability leave that are equal to those under the more generous benefit plan.

Pregnancy leaves are generally without pay. If you have accrued sick leave, you must use your accrued sick leave before you are placed on unpaid leave. You may also use accrued vacation time. If you wish to use accrued vacation so that you will be paid for some, or all, of your pregnancy leave please inform your Manager and Human Resources. All of those payments will be integrated with any state disability or other wage reimbursement benefits that you may receive. You will never receive a greater total payment than your regular compensation.

21st Amendment will maintain, for up to a maximum of four (4) months, any group health insurance coverage that you were provided before the leave on the same terms as if you had continued to work. If you make contributions for your own group health insurance, or for health insurance for your family members, you will need to make arrangements to pay those contributions during the time that you are on pregnancy disability leave.

Upon the submission of a medical certification from a health care provider that you are able to return to work, you will, in most circumstances, be offered the same position you held at the time of the leave or an equivalent position. However, you will not be entitled to any greater right to reinstatement than if you had been employed continuously rather than on leave. For example, if you would have been laid off if you had not gone on leave, then you will not be entitled to reinstatement. Similarly, if your position has been filled in order to avoid undermining 21st Amendment's ability to operate safely and efficiently while you were on leave, and there is no equivalent position available, then reinstatement will be denied.

If upon return from a pregnancy disability leave you are unable to perform the essential functions of the job because of a physical or mental disability, 21st Amendment will engage in the interactive process and attempt to provide a reasonable accommodation for you.

#### **B. FAMILY/MEDICAL LEAVE (FAMILY MEDICAL LEAVE ACT- FMLA & CALIFORNIA FAMILY RIGHTS ACT- CFRA) AND NEW PARENT LEAVE**

This policy covers medical leave under the Family and Medical Leave Act ("FMLA") and California Family Rights Act ("CFRA") (referred to jointly as "FMLA"), as well as leave under workers' compensation law, pregnancy disability leave law and disability accommodation law. Whenever more than one law applies, the laws run at the same time (concurrently) if permitted by the applicable laws.

## **1. Qualifications**

To be eligible for leave under the FMLA (FML), an employee must satisfy each of the following criteria:

- Must have an aggregate of at least twelve months' service with the 21st Amendment at any time;
- Must have actually worked at least 1,250 hours for 21st Amendment within the twelve months immediately prior to the date the FML commences (except as excused by applicable law); and
- Must be employed at a worksite within 75 miles of which 21st Amendment has employed at least 50 employees.
- Employees employed at a worksite within 75 miles of which 21st Amendment has employed 20 to 49 employees are entitled to parental leave under the New Parent Leave Act (NPL).

Employees with pregnancy related disabilities, work related injuries/illnesses or Disabilities need not meet the qualifications set forth above. Employees not entitled to a leave under this policy may request a leave for medical or other reasons pursuant to the 21st Amendment's "Unpaid Time Off and Personal Leave of Absence" Policy.

## **2. Leave Available**

Under certain circumstances, 21st Amendment will grant you up to twelve (12) weeks of unpaid Family and Medical Leave (FML) within a 12-month period, depending upon the reasons for the leave.

- For the birth, adoption, or foster care of your child (sometimes referred to as "birth bonding" leave); or
- To care for your spouse, registered domestic partner, child, or parent who has a serious health condition; or
- When you have a serious health condition (both work-related and non-work related) and are unable to perform any of the essential functions of your job position.

Under certain circumstances, 21st Amendment will grant you up to twelve (12) weeks of unpaid New Parent Leave (NPL) within a 12-month period, depending upon the reasons for the leave. for the birth, adoption, or foster care of your child (sometimes referred to as "birth bonding" leave). NPL cannot be taken for serious health conditions.

During such FML or NPL, 21st Amendment will maintain and pay for the employee's continued coverage under a group health plan at the level and under the same conditions that coverage would have been provided had the employee continued to work. However, 21st Amendment is entitled to recover the employer's portion of the premium in the event the employee fails to return from the leave of absence *and* under the FMLA, the failure to return is not due to the continuation, recurrence or onset of a serious health condition, or "other circumstances beyond the control of the employee."

21st Amendment 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, work related injury/illness or a "Disability" as defined under the Americans with Disabilities Act or California law.

A serious health condition is one that requires inpatient care or continuing treatment by a health care practitioner. Not all conditions are covered.

**Active Duty/Military Caregiver Leave:** Special extended leave laws apply to employees or family members who are or were in the armed forces or a veteran. Please consult with your Manager and Human Resources.

### **3. Notice Requirements**

You must provide at least thirty (30) days' advance notice for foreseeable events (e.g., expected birth or adoption of a child, planned medical treatment of employee or a family member, etc.). For events which are unforeseeable thirty (30) days in advance, the employee should normally notify 21st Amendment of the need for FML as soon as practicable. 21st Amendment requests that the notice be in writing, and contain:

- 1) the date the FML is to begin;
- 2) anticipated duration of the FML; and
- 3) reasons for the FML.

21st Amendment will provide an employee with a Response, either granting, denying or delaying the requested leave. 21st Amendment reserves the right to retroactively designate time-off as FMLA time in accordance with applicable law.

Additionally, you are required to follow 21st Amendment's call-in procedures for calling-in absences and requesting leave, absent special circumstances. When an employee does not comply with 21st Amendment's call-in procedures, and no unusual circumstances justify that failure, 21st Amendment may delay or deny FMLA leave.

### **4. Certification**

21st Amendment may ask employees who take leave for their own serious health condition or to care for a spouse, registered domestic partner, parent, or child with a serious health condition to provide a doctor's form certifying the need for leave. 21st Amendment also has the right to seek a second opinion and periodic re-certifications. In some cases, 21st Amendment may ask employees who take leave for their own serious health condition to provide a fitness-for-duty report from their doctor before they return to work.

21st Amendment may also ask employees who take leave to care for a family member with a serious health condition or care for a new child to provide documentation or certification of their relationship (for example, a birth certificate).

### **5. Duration of Leave**

Normally, a qualified employee may take up to twelve weeks of FML in any 12-month period. When the reason for the FML is the birth, adoption, or foster care of a child, any FML must be taken in a period of at least one week. You may take leave all at one time or intermittently – that is, a day or two at a time – for your own serious health condition or to care for a family member with a serious health condition, if it is medically necessary to do so. If you need intermittent leave for medical treatment, the you must try to schedule your treatment, so it doesn't unduly disrupt 21st Amendment's operations. 21st Amendment may temporarily transfer you to an alternative position that better accommodates an intermittent or reduced leave schedule (including altering the existing job), in accordance with applicable law.

## **6. Extended Leave**

If you experience a pregnancy-related disability, a work-related injury or illness, or a “Disability” as defined under the Americans with Disabilities Act or California law, you may be entitled to greater leave rights going beyond the twelve-week maximum to the extent required by law. These other leaves may require additional medical certification as determined by 21st Amendment.

## **7. Reinstatement and Return to Work**

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 practicable. Employees on leave who do not return as scheduled, and are not granted an extension, will be terminated as of the day the original leave expires.

For employees on FML due to their own serious health condition, these employees are required to submit (prior to starting work) their health care provider’s certification that they are able to resume work, and the certification must address the employee’s ability to perform the essential functions of the job. Designated 21st Amendment officials such as Human Resources may contact the healthcare provider directly for confirmation.

Upon return from FML, you will resume employment with the 21st Amendment at the same or equivalent position to be determined by 21st Amendment. 21st Amendment may refuse to reinstate the employee on FML under the following circumstances:

- The employee is a salaried employee who is among the highest paid 10% of 21st Amendment’s employees who are employed within 75 miles of the worksite at which the employee is employed; and
- The refusal is necessary to prevent substantial and grievous economic injury to the operations of the employer.

All employees on FML or extended leave are subject to personnel actions unrelated to their leave (e.g., termination due to position elimination or reduction in force.)

If you receive extended leave going beyond the FMLA maximum due to a work-related injury or illness or “disability” as defined under law, 21st Amendment will not fill your position with a non-temporary employee unless it must do so because of business necessity and if otherwise permitted by applicable law. If this does occur, 21st Amendment will first attempt to notify you and offer you the opportunity to return to work prior to filling the position. Upon the expiration of the extended leave, the company will strive to return you to the position you held prior to the leave. If the company filled that position, then you may be offered any available openings for which you are qualified. If you do not accept an available opening, you will be considered to have voluntarily quit employment.

If you receive extended leave going beyond the FML maximum due to a pregnancy-related disability, you will be returned to the same position or, under some circumstances, to a comparable position, upon return from leave. 21st Amendment may refuse to reinstate you from pregnancy-related disability leave under the following circumstances: (a) your employment would have ended had you remained continuously at work during the pregnancy disability leave (e.g., your position was eliminated for reasons unrelated to your pregnancy); and (b) there is no comparable position available or 21st Amendment would not have offered a comparable position to the employee if you had been continuously employed during the pregnancy-related disability leave.

## **8. Administration of Policy**

This policy is adopted to meet 21st Amendment's legal obligations in providing leaves of absences and is not intended to expand employees' legal rights to time-off. All other leaves and time-off not referenced in this policy (e.g., kin care) shall run concurrently with this policy to the maximum extent permitted by applicable law. 21st Amendment intends to administer the policy in accordance with applicable legal requirements. Human Resources has more information about this policy including legal definitions of certain terms. Any leave provided by 21st Amendment that is not legally required is at the sole discretion of management and does not impose any legal duty upon 21st Amendment.

### **C. KIN CARE LEAVE**

California's Kin Care Law allows employees to use up to one-half of their accrued annual sick leave or vacation leave, to care for their family member. The number of sick leave or vacation days protected by kin care is not carried over from year to year. Leave for this purpose may not be taken until it has actually accrued.

"Family member" is defined as a biological, foster or adopted child; legal ward or legal guardian; stepchild; or person for whom you have assumed the duties and responsibilities of raising. It also includes spouse; domestic partner; domestic partner's child; biological, foster, adoptive parent; or step-parent, a grandparent, a grandchild, a sibling.

### **D. DOMESTIC VIOLENCE AND SEXUAL ASSAULT VICTIM LEAVE**

We will not discriminate or retaliate against you if you are a victim of domestic violence or sexual assault and take time off from work to help ensure your health, safety, or welfare, or that of your child by obtaining: a temporary restraining order, a restraining order, or other court assistance. Employees who are victims of domestic violence or sexual assault may take time off to:

- Seek medical attention for injuries caused by domestic violence;
- Obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence;
- Obtain psychological counseling related to an experience of domestic violence; or
- Participate in safety planning and take other actions to increase safety from future domestic violence, including temporary or permanent relocation.

Unless it is not feasible to give notice, you should give 21st Amendment reasonable advance notice of your intention to take time off for any of the above purposes. For non-exempt employees, **your time off will be unpaid**. You can use any accrued vacation or paid sick leave for this type of leave. If you do not have accrued vacation or sick leave, this will be unpaid leave. If you take unscheduled time off for domestic violence or sexual assault, within a reasonable time after the absence, you are expected to provide 21st Amendment with documents supporting the need to take time off.

### **E. CRIME VICTIMS LEAVE**

We will allow you time off from work to attend judicial proceedings related to a serious or violent felony, felony theft, or felony embezzlement, if you are:

- A victim of the felony;
- An immediate family member of a victim of the felony;
- A registered domestic partner of a victim of the felony; or
- The child of a registered domestic partner of a victim of the felony.

To request time off under this policy, you should notify your immediate supervisor as soon as you receive notice of a scheduled proceeding, a subpoena or other court order requiring your appearance as a witness. You must provide appropriate documentation of the need for the absence.

For non-exempt employees, **your time off will be unpaid**. You can use any accrued vacation or paid sick leave for this type of leave. If you do not have accrued vacation or sick leave, this will be unpaid leave.

#### F. SCHOOL VISIT LEAVE

If you are the parent or legal guardian of a child, the 21st Amendment will provide you with time off to visit your child's school pursuant to Labor Code 230.8 and in response to a request made under Section 48900.1 of the California Education Code, which covers suspensions from schools. You must notify your manager and Human Resources of your need for time off to visit the school as soon as you receive the Section 48900.1 notice. You should provide 21st Amendment with a copy of the Section 48900.1 notice. The company expects you to return to work for the remainder of your work schedule before and/or after your school visit. For non-exempt employees, **your time off will be unpaid**. You may, however, use accrued vacation time to be paid for all or some portion of your time off. Please notify your manager if you wish to use accrued vacation.

You may also take time off under this policy when you have a child care provider or school emergency. For purposes of this policy, a "child care provider or school emergency" means that your child cannot remain in school or with a child care provider for 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 child 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, such as fire, earthquake, or flood. **Your time off will be unpaid**. You may, however, use accrued vacation time to be paid for all or some portion of your time off. Please notify your manager if you wish to use accrued vacation.

If you are the parent, legal guardian, or grandparent having custody of a child in licensed day care, kindergarten, or grades 1 through 12, 21st Amendment will provide you with up to forty (40) hours each year of time off to participate in activities at your child's school or licensed day care facility. You may not take more than eight (8) hours off for school activities in any calendar month. (For example, you can take off 8 hours for 5 months which is the maximum of 40 hours in a year.) You must notify your immediate manager of your need for school activity time off as soon as you know about the need for time off. You should provide the 21st Amendment with documentation from the school or day care facility confirming your participation in the activities. **Your time off will be unpaid**. You may, however, use accrued vacation time to be paid for all or some portion of your time off. Please notify your manager if you wish to use accrued vacation.

If more than one parent, legal guardian, or grandparent of a child is employed by the 21st Amendment at the same work site, only one employee may take time off at a time under this policy (except for emergencies, as defined above). The employee 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 more than one employee the opportunity to take time off at the same time. However, that may occur only with the advance written approval of the company.

#### **G. JURY DUTY AND SERVICE AS A WITNESS**

We encourage employees to serve jury duty, to act as a witness when called, and, if you are the victim of domestic violence, to take time off to obtain any relief, such as a temporary restraining order, restraining order, or other form of injunctive relief to ensure your health, safety, or welfare or the health, safety, or welfare of your child.

You must notify your manager of your need for time off for jury duty or service as a witness as soon as you receive the summons, subpoena, or other notice. You should provide the company with a copy of the summons, subpoena, or other notice. The company may also ask that you provide daily verification of your jury service from the court clerk. The company expects you to return to work for the remainder of your work schedule on any day you are dismissed from jury duty or service as a witness.

The company will provide up to 3 days paid jury duty leaves for non-exempt employees if you are required to serve as a juror for a case. Jury duty pay is calculated on your pay rate times the number of hours you were regularly scheduled to work on the day of the absence. If you are not scheduled to work, you will not be paid jury duty pay. For hourly, employees, jury duty beyond 3 days will be unpaid time off. If you are required to serve jury duty beyond the 3 days of paid leave, you may use other accrued paid time off (such as vacation or you may request an unpaid leave of absence.) For exempt employees, if your jury duty is one week or less, your salary will not be reduced.

21st Amendment subpoenas you or otherwise requests you to testify, 21st Amendment will pay you for the entire period of witness duty. If any party other than the 21st Amendment calls you as a witness, for exempt employees, the time off will be unpaid. For exempt employees, your pay will be paid if your witness duty is one week or less. You may use other accrued paid time off (such as vacation) or you may request an unpaid leave of absence.

#### **H. VOTING TIME OFF**

If you cannot vote in a statewide public election before or after working hours, then you will be allowed sufficient time off to go to the polls. 21st Amendment will pay you for up to the first two hours of absence from regularly scheduled work that is necessary to vote in a statewide public election. For non-exempt employees, any additional time off will be without pay. You must give reasonable notice to your manager if you need to have time off to vote and must give at least 2 weeks' notice when possible.

#### **I. BEREAVEMENT LEAVE**

Employees who need time off due to the death of an immediate family member should notify their manager immediately. 21st Amendment will provide up to three days of bereavement leave will be provided per occurrence to regular fulltime and part-time employees. Immediate family is defined as the employee's spouse, child, parent, grandparent, grandchild or domestic partner. Bereavement leave is unpaid.

#### **J. BONE MARROW DONATION LEAVE**

Employees who have been employed for a minimum of 90 days immediately preceding the commencement date of leave will be granted up to five (5) business/working days of time off to donate bone marrow in a 12-month period. Employees wishing to take time off to donate bone marrow must provide written certification from a health care provider stating that the employee is a bone marrow donor and that there is a medical necessity for the donation.

Employees will be required to first use up to five (5) days of accrued sick leave and vacation during bone marrow donation leave. If your accrued sick leave and vacation is not sufficient to provide pay for your bone marrow donation leave, you must exhaust all accrued vacation time off. You will be paid for all remaining bone marrow donation leave, up to a maximum of five (5) days. Leave may be taken in one or more periods. Leave taken is in addition to FMLA.

Employees that are currently enrolled with 21st Amendment health insurance benefits will continue your health insurance benefits while you are on paid bone marrow donation leave. Vacation, sick leave, and holiday benefits will continue to accrue while you are on paid leave.

#### **K. ORGAN DONOR LEAVE**

Employees who have been employed for a minimum of 90 days immediately preceding the commencement date of leave will be granted up to thirty (30) business/working days of time off for organ donation in a 12-month period. Employees wishing to take time off for organ donation must provide written certification from a health care provider stating that the employee is an organ donor and that there is a medical necessity for the donation.

Employees will be required to use fifteen (15) days of accrued sick leave and vacation during organ donation leave. If you do not have fifteen (15) days of accrued sick leave and vacation leave is not sufficient to provide pay for your leave, 21st Amendment will pay you for all remaining organ donor leave, up to a maximum of thirty (30) days.

Leave may be taken in one or more periods. Leave taken is in addition to leave taken under the FMLA.

Employees that are currently enrolled with 21st Amendment health insurance benefits will continue health insurance benefits while on paid organ donor leave. Vacation, sick leave, and holiday benefits will continue to accrue while you are on paid leave.

#### **L. MILITARY LEAVE**

A military leave of absence will be granted to employees (except those employees working in a temporary position) to attend scheduled drills or training or if called to active duty with the U.S. armed services.

Generally, the leave will be unpaid. However, employees may use any accrued vacation for the absence. Vacation, sick leave, and holiday benefits will continue to accrue during a military leave of absence that is two weeks or less in duration.

If you are enrolled on 21st Amendment health insurance benefits, then you can elect to continue your existing health coverage for yourself and your dependents, at your own expense, subject to the terms, conditions and limitations of the applicable plans, for a maximum of twenty-four (24) months while you are on a military leave of absence. If you decline to continue your existing health coverage while you are

on a military leave of absence, then you have the right to be reinstated upon your return, generally without any waiting period or exclusions other than service-related injuries and illnesses.

We will provide you with a reasonable accommodation if you sustained a disability incurred in or aggravated during military service. If you cannot perform your job even with reasonable accommodation, then 21st Amendment will provide a job with similar duties, pay and status for which you are qualified or for which you could become qualified with reasonable effort. If neither of these options is possible due to the disability, then 21st Amendment will provide another position of lesser status and pay but with the same or similar benefits.

Employees on two-week active duty training assignments or inactive duty training drills are required to return to work for the first regularly scheduled shift after the end of training, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with all applicable state and federal laws.

Every reasonable effort will be made to return eligible employees to their previous position or a comparable one. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service, such as the rate of vacation accrual and other benefits.

For more information about such leave, please contact the Human Resources Department.

## X. CONDUCT

### A. EMPLOYEE CONDUCT AND WORK RULES AND 21ST AMENDMENT DISCIPLINARY PROCESS

21st Amendment wants you to be productive, show your best work and learn when performance opportunities become errors. There are times when employees need feedback that is constructive and is delivered in the form of coaching and counseling. Our goal is to ensure each employee feels supported while working at 21st Amendment. The company's disciplinary process is considered a form of coaching and counseling. This structured corrective action process is to improve and prevent repeated instances of undesirable employee behavior and performance issues. The process is considered in alignment with the company's organizational values, ethical practices, ideal performance levels, and employment laws.

Outlined below are the steps of the company's progressive discipline policy and procedure. 21st Amendment reserves the right to combine or skip steps depending on the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling or training, the employee's work record, and the impact the conduct and performance issues have on the organization.

#### 1. Employee Disciplinary Procedure

##### ***Step 1: Coaching & Counseling or Verbal Notification***

Step 1 creates an opportunity for the manager or supervisor to schedule a meeting with you to become aware of the existing issue in areas of spotty attendance, conduct, or other performance gaps. Your manager will explain the problem or violation of company policy. You should expect clear expectations that need to happen to resolve the problem.

During the meeting, you can expect a note to file or some type of documentation to explain expectations to improve behavior or performance. You will be asked to sign this document to acknowledge you understand the issues and work toward corrective action.

### ***Step 2: Written Warning Level***

The company hopes that you will promptly correct any attendance, conduct, or other performance issues that were identified in Step 1. The company recognizes that this may not always occur. The Step 2 written warning involves more formal documentation of the performance, conduct, or attendance issues and the consequences.

During Step 2, your immediate supervisor and/or manager will meet with you to review any additional incidents or information about performance, conduct or attendance issues as well as any prior relevant corrective action plans. Your manager will outline the consequences should there be continued failure to meet performance or conduct expectations. A warning outlining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken may also be included in the written warning.

### ***Step 3: Final Written Warning***

At this stage, an employee has either continued to not meet attendance, conduct or performance expectations despite for example, receiving prior warnings. However, there may be instances where an employee can receive a Final Written Warning as a first step of documentation based on the severity of the problem. For example, an employee may elevate to a Final Written Warning for conduct that is considered a serious infraction (i.e., bullying, timeclock infractions, harassment, no call/no show, etc.).

During Step 3, your immediate supervisor and/or manager will meet with you to review any additional incidents or information about performance, conduct or attendance issues as well as any prior relevant corrective action plans. Your manager will outline the consequences should there be continued failure to meet performance or conduct expectations. A final warning outlining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken may also be included in the written warning.

***Step 4: Unpaid Suspensions:*** There may be performance, conduct or performance issues that are considered so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor or manager may suspend the employee pending the results of an investigation.

Suspensions that are recommended as part of the normal progression of this progressive discipline policy and procedure are subject to approval from a next-level manager and Human Resources.

Depending on the seriousness of the infraction, the employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Nonexempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. Human Resources will provide guidance so that the discipline is administered without jeopardizing the FLSA exemption status.

Pay may be restored to the employee if an investigation of the incident or infraction absolves the employee.

### ***Step 5: Recommendation for termination of employment***

The last and most serious step in the progressive discipline procedure is a recommendation to terminate employment. Generally, the company will try to exercise the progressive nature of this policy by first providing warnings, a final written warning or suspension from the workplace before proceeding to a recommendation to terminate employment. However, 21st Amendment reserves the right to combine and skip steps depending on the circumstances of each situation and the nature of the offense. Furthermore, employees may be terminated without prior notice or disciplinary action.

Management's recommendation to terminate employment must be reviewed by Human Resources and the next level manager. Final approval may be required from the President and/or Owners of 21st Amendment.

### ***Step 6: Appeal Process***

Employees will have the opportunity to present information that may challenge information management has used to issue disciplinary action. The purpose of this process is to provide insight into extenuating circumstances that may have contributed to the employee's performance or conduct issues while allowing for an equitable solution.

If the employee does not present this information during any of the step meetings, he or she will have five business days after that meeting to present such information.

## **2. Performance and Conduct Issues Not Subject to Progressive Discipline**

Behavior that is illegal is not subject to progressive discipline, and such behavior may be reported to local law enforcement authorities.

Similarly, theft, substance abuse, intoxication, fighting and other acts of violence at work are also not subject to progressive discipline and may be grounds for immediate termination.

## **3. Documentation**

The employee will be provided copies of all progressive discipline documentation. The employee will be asked to sign copies of this documentation attesting to his or her receipt and understanding of the corrective action outlined in these documents.

Copies of these documents will be placed in the employee's official personnel file.

**Important note:** Nothing in this policy provides any contractual rights regarding employee discipline or counseling, nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between 21st Amendment and its employees.

## **4. A, B & C Offenses:**

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:

**“A” Offenses – May cause immediate suspension leading to potential termination of employment:**

- Physical altercations
- Neglect of duty
- Immoral or indecent conduct
- Sexual harassment
- Conviction of a felony with a direct and adverse relationship to your job or the company
- Theft, intentional destruction, or defacing or damaging company property
- Deliberate or careless act; endangering the safety of others
- Instigation of violence in the workplace
- Intentional violation of the company’s Trade Secret Agreement policy
- Failure to report unsafe acts or behavior
- Bullying, abusive treatment
- Stealing from the company
- Timeclock fraud (clocking in for others, sleeping on the job)
- Falsifying company documents
- Accessing websites that are offensive or inappropriate
- Unsafe acts that endanger others
- Damaging company property
- Consuming excessive alcohol while on duty
- Consumption, possession of and being under the influence of legal or illegal drugs and substances which adversely impact judgment and behavior
- Allowing unauthorized people on company property without approval

**“B” Offenses – May cause written to final warnings to include possible suspension of employment:**

- Violating the company’s hostile or sexual harassment policies
- Unsafe acts
- Horseplay with co-workers

- Inattentiveness to work – failure to start on time, quit before proper time, leaving the building in a timely manner
- Posting or showing inappropriate materials offensive to co-workers and other employees
- Clocking out and going back to work
- Clocking in and not going straight to work
- Unauthorized OT
- Insubordination or refusal to comply with employer's instructions, unless such instructions are injurious to the employee's safety and health.

**“C” Offenses – May cause verbal to written warning:**

- Attendance violations: late, unexcused absences, early leaves
- Missed punches on timeclock
- Unauthorized long meal periods or rest breaks
- Using offensive language in the workplace
- Poor attitude
- Minor unsafe act

This list is only a partial example of A, B and C offenses. All other items not listed will be reviewed and determined as an A, B or C offense on a case-by-case basis.

**B. PROHIBITED SEXUAL AND OTHER HARASSMENT**

**1. A Safe Workplace**

We will make every effort to provide employees with a workplace free from harassment. 21st Amendment prohibits harassment because of race, color, religion, genetic information, sex, sexual orientation, gender identity, gender-related appearance or behavior, whether or not the appearance or behavior is different from that traditionally associated with the individual's sex at birth, transgender status, pregnancy, childbirth, or related medical conditions, breastfeeding, national origin, ancestry, age, marital status, veteran status, physical or mental disability, perceptions that any employee or applicant has characteristics of any protected class, the employee's or applicant's association with any person who has, or is perceived to have characteristics of any protected class, use of any protected time off, or any other characteristic protected under state or federal law. All such harassment is unlawful and will not be tolerated. 21st Amendment will investigate all claims of harassment and will take appropriate disciplinary and corrective action when and if the facts show that harassment occurred.

**2. Sexual Harassment Defined**

Sexual harassment is generally defined as unwanted sexual advances, requests for sexual favors, or visual, verbal, or physical conduct of a sexual nature when: (1) submission to the conduct is made a term or

condition of employment; or (2) submission to or rejection of the conduct is used as basis for employment decisions affecting the individual; or (3) the conduct has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment includes harassment based upon sex, sexual orientation, gender identity, gender-related appearance or behavior, transgender status, pregnancy, childbirth, or related medical conditions and breastfeeding. Many forms of offensive behavior fall within the prohibitions against sexual harassment. The following is a partial list:

- a. Unwanted sexual advances;
- b. Offering employment benefits in exchange for sexual favors;
- c. Making or threatening reprisals after a negative response to sexual advances;
- d. Visual conduct such as leering, making sexual gestures, or displaying sexually suggestive objects, pictures, cartoons, or posters;
- e. Verbal conduct such as making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about any employee's body or dress;
- f. Verbal sexual advances or propositions;
- g. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, or suggestive or obscene letters, notes, or invitations;
- h. Physical conduct such as touching, assault, or impeding or blocking movements; and
- i. Retaliation for reporting harassment or threatening to report harassment.

It is unlawful for males to sexually harass females or other males, and for females to sexually harass males or other females. Sexual harassment on the job is unlawful whether it involves coworker harassment, harassment by a supervisor, or by persons doing business with or for the 21st Amendment.

### **3. Other Types of Harassment Defined**

Prohibited harassment on the basis of race, color, national origin, ancestry, religion, genetic information, physical or mental disability, marital status, medical condition, age, or any other protected basis, includes many forms of offensive behavior, such as:

- 1. Verbal conduct such as threats, epithets, derogatory comments, or slurs;
- 2. Visual conduct such as derogatory posters, photographs, cartoons, drawings, or gestures;
- 3. Physical conduct such as assault, unwanted touching, or blocking normal movement; and
- 4. Retaliation for reporting harassment or threatening to report harassment.
- 5. Not all bullying is unlawful, although such conduct may be unprofessional or rude. Bullying may be unlawful if it targets a protected group, is based upon unlawful discrimination or results in physical assault or battery.

### **4. 21st Amendment's Complaint Procedure**

21st Amendment's complaint procedure provides for an immediate, thorough, and objective investigation of any claim of unlawful or prohibited harassment, appropriate disciplinary action against anyone found to have engaged in prohibited harassment, and appropriate remedies for any person who has experienced prohibited harassment.

If you believe you have been harassed on the job, or if you are aware of the harassment of others, you should provide a written or oral complaint to your Manager, or the person above your manager or to the Human Resources Director as soon as possible. Your complaint should be as detailed as possible,

including the names of individuals involved, the names of any witnesses, direct quotations when language is relevant, and any documentary evidence (notes, pictures, cartoons, et cetera).

Any lead person, supervisor, manager, Human Resource representative, who is aware of actions that may constitute unlawful harassment, or a violation of this policy should immediately inform the Owners, President or Human Resources Director and should promptly provide a detailed written statement describing the events.

Applicable law prohibits retaliation against any employee for bringing a complaint of harassment for filing, testifying, assisting, or participating in any manner in any investigation, proceeding, or hearing conducted by a governmental enforcement agency. 21st Amendment will not knowingly permit any retaliation against any employee who complains of prohibited harassment or who participates in an investigation.

21st Amendment will investigate all complaints of prohibited harassment that it receives. 21st Amendment will immediately undertake or direct an effective, thorough, and objective investigation of the harassment allegations. 21st Amendment will complete the investigation and make a determination regarding the reported harassment. 21st Amendment will communicate its determination to the employee who complained and to the accused harasser(s).

If 21st Amendment determines that prohibited harassment has occurred, the company will take effective remedial action commensurate with the circumstances. The company will also take appropriate action designed to deter any future harassment. If a complaint of prohibited harassment is substantiated, the company will take appropriate disciplinary action, up to and including discharge.

## **5. Liability for Harassment**

Any 21st Amendment employee who engages in prohibited harassment is subject to disciplinary action, up to and including discharge from employment. Any employee who engages in prohibited harassment may be personally liable for monetary damages. The company considers conduct in violation of this policy to be outside the course and scope of employment and not a consequence of the discharge of an employee's duties. Accordingly, to the extent permitted by law, the company reserves the right not to provide a defense or pay damages assessed against employees for conduct in violation of this policy.

21st Amendment encourages all employees to report any incidents of harassment forbidden by this policy immediately so that complaints can be quickly and fairly resolved. 21st Amendment will not retaliate against you for filing a complaint and will not knowingly tolerate or permit retaliation by management, employees, or co-workers.

## **6. Additional Enforcement Information**

In addition to 21st Amendment's internal complaint procedure, the federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) investigate and prosecute complaints of unlawful harassment in employment. Employees who believe that they have been unlawfully harassed may file a complaint with either of these agencies. Both the EEOC and the DFEH serve as neutral fact finders and attempt to help the parties voluntarily resolve disputes. For more information, contact the Human Resources department. You may also contact the nearest office of the EEOC or DFEH, as listed in the telephone directory.

### **C. UNLAWFUL RETALIATION**

21st Amendment has a zero tolerance for any retaliation. 21st Amendment encourages you to report immediately any incidents of discrimination, harassment, or any other type of unlawful conduct in the workplace so that complaints can be quickly and fairly resolved. The company will not retaliate against any employee for making or filing a complaint, or for offering evidence, statements, or testimony in support of any complaint. In addition, the company will not knowingly tolerate or permit retaliation by management, employees, or co-workers.

All incidents of prohibited retaliation that are reported will be investigated. The company will immediately undertake or direct an effective, thorough, and objective investigation of the retaliation allegations. The investigation will be completed and a determination regarding the reported retaliation will be made and communicated to the employee who complained and to the accused retaliator(s).

If 21st Amendment determines that prohibited retaliation has occurred, then the company will take effective remedial action fitting the circumstances. Appropriate action will also be taken to deter any future retaliation. If a complaint of prohibited retaliation is substantiated, appropriate disciplinary action, up to and including discharge, will be taken. The employee who complained will be advised whether 21st Amendment has substantiated the complaint and taken remedial measures. The employee who complained will not, however, be advised of the nature of any remedial measures taken.

### **D. SAFETY**

To assist in providing a safe and healthful work environment for employees, customers, and visitors, 21st Amendment has established a workplace safety program. This program is a top priority for the 21st Amendment. Its success depends on the alertness and personal commitment of all.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with their manager or with Human Resources or a member of the Safety Leadership Committee. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate parties such as the department manager, Human Resources or a member of the Safety Leadership Committee. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify their manager or Human Resources or a member of the Safety Leadership Committee. Such reports are necessary to comply with laws and to initiate insurance and workers' compensation benefits procedures.

Visitors or non-21<sup>st</sup> Amendment employees on workplace property are also expected and be provided with a safe and secure visit to our facilities. Only authorized visitors are allowed in the workplace and must register at the front desk as a visitor. Visitors should follow safety rules and should be accompanied by an authorized employee to help maintain safety standards, protect against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

All employees are responsible for the conduct and safety of their visitors. If an unauthorized person(s) is observed on the company premises, employees should immediately notify their manager or any manager to ensure the matter is handled appropriately.

#### E. WORKPLACE VIOLENCE

21st Amendment recognizes that violence in the workplace is a growing nationwide problem necessitating a firm, considered response by employers. The costs of workplace violence are great, both in human and financial terms. We believe that the safety and security of 21st Amendment's employees are paramount. Therefore, the company has adopted this policy regarding workplace violence. 21st Amendment is committed to preventing workplace violence and to maintain a safe working environment. All employees are prohibited from engaging in any violent behavior in the workplace. Such behavior includes, but is not limited to brandishing a weapon, knife or other dangerous object that could potentially harms others; physical violence or threats of violence; fighting, horseplay, verbal or written threats of violence, and any intimidating behavior.

All employees should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting or conduct that may be dangerous to you or others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of the company.

21st Amendment will not tolerate acts or threats of physical violence, including intimidation, harassment, and/or coercion that involve or affect the company or that occurs on company property or in the conduct of the 21st Amendment business, away from company property. This prohibition against threats and acts of violence applies to all persons involved in 21st Amendment operations, including, but not limited to, employees, as well as threats by customers, vendors, solicitors, or other members of the public and anyone else on the 21st Amendment property or conducting 21st Amendment business off the 21st Amendment property. Violations of this policy, by any individual, will lead to disciplinary and/or legal action as appropriate.

All threats (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate manager, any other member of management or Human Resources. All suspicious individuals or activities should also be reported as soon as possible to a manager. Do not put yourself at risk. Once the company receives a report on suspected violence, then a prompt investigation and the appropriate action will be taken to include involving the local authorities.

This policy is intended to bring the 21st Amendment into compliance with existing legal provisions requiring employers to provide a safe workplace; it is not intended to create any obligations beyond those required by existing law.

**Important Note:** 21st Amendment will make the sole determination of whether, and to what extent, threats or acts of violence will be acted upon by 21st Amendment. In making this determination, 21st Amendment may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred.

#### F. USE OF EQUIPMENT

All the 21st Amendment property – including desks, storage areas, work areas, lockers, file cabinets, credenzas, computer systems, office telephones, cellular telephones, modems, facsimile machines, duplicating machines, and vehicles – must be used properly and maintained in good working order. Employees who lose, steal, or misuse company property may be personally liable for replacing or fixing the item and may be subject to discipline, up to and including discharge.

21st Amendment may, at all times and without prior notice, inspect and search any and all of its property, including lockers and work stations, and if there is a reasonable suspicion, purses, backpacks and jackets, sweatshirts, coats, and outerwear for the purpose of determining whether this policy or any other policy of 21st Amendment has been violated, or when an inspection and investigation is necessary for purposes of promoting safety in the workplace or compliance with state and federal laws. These inspections may be conducted during or after business hours, in the presence or absence of the employee, and with or without notice.

21st Amendment technical resources, such as its computer system, voice mail system, and e-mail, are provided for use in the pursuit of 21st Amendment's business and are to be reviewed, monitored, and used only in that pursuit, except as provided in this policy. As a result, computer data, voice mail messages, and e-mail transmissions are readily available to numerous persons. If, during the course of your employment, you perform or transmit work on the company's computer systems or other technical resources, your work may be subject to investigation, search, and review by others. In addition, any electronically stored communications that you either send to or receive from others may be retrieved and reviewed when doing so serves the legitimate business interests and obligations of 21st Amendment.

Employees have no right of privacy as to any information or file maintained in or on 21st Amendment's property or transmitted or stored through the 21st Amendment's computer systems, voice mail, e-mail, or other technical resources. All bills and other documentation related to the use of 21st Amendment equipment or property are the property of 21st Amendment and may be reviewed and used for purposes that the company considers appropriate.

If employees use their personal cell phones for work and if 21st Amendment has a reasonable suspicion of employee misconduct, including but not limited to sexual harassment, discrimination, employee theft or security concerns, the company may require that the cell phone be inspected and examined. 21st Amendment will request and ask for consent in writing before searching an employee's smartphone and the employee and the company can mutually agree to the scope of the search and limit the search to the scope of the consent. If the employee will not provide consent, the company will consult with counsel. Employee will also be encouraged to consult with a lawyer.

Messages stored and/or transmitted by voice mail, e-mail, or telephone systems must not contain content that may reasonably be considered offensive or disruptive to any employee. Offensive content would include, but not be limited to, sexual comments or images, racial slurs, gender-specific comments, or any comments or images that would offend someone on the basis of his or her age, sexual orientation, religious or political beliefs, national origin, or disability.

Please notify your manager immediately if any equipment, machines, or tools appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Your manager can answer any questions about an employee's responsibility for maintenance and care of equipment used on the job.

These procedures and expectations apply to use and operation of equipment belonging to clients of the 21st Amendment or located at a client's site.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in disciplinary action, up to and including termination of employment.

## **G. CELL PHONE POLICY**

The purpose of this policy is to promote a safe and productive work environment and increase public safety. This policy applies to both incoming and outgoing cellular calls.

Cell phones shall be turned off or set to silent or vibrate mode while working in production, maintenance, serving customers, cooking on the line - in other words, while you are expected to work. Other instances include during meetings, conferences and in other locations where incoming calls may disrupt normal workflow or be distracting and cause a possible safety hazard.

Employees may carry and use personal cell phones while at work on a sporadic basis. If employee use of a personal cell phone causes disruptions or loss in productivity, the employee may become subject to disciplinary action per company policy.

Department managers reserve the right to request that the employee provide cell phone bills and usage reports for calls made during the working hours of that employee to determine if use is excessive.

Personal cell phones shall be used for company business on a sporadic basis. Employees may be reimbursed for the incoming calls to their personal cell phones. Employees shall not be reimbursed for outgoing calls made from their cell phones unless prior authorization is obtained from their immediate supervisor.

If an employee is operating a company vehicle and receives a call on a cell phone, unless the employee has a "hands-free" device, the employee must not answer, but shall wait until the vehicle is parked and can check the phone for messages at that time. If the employee has a "hands-free" device, the employee may answer the call using the hands-free device/system and shall advise the caller that s/he will call back when s/he is not driving. The employee shall then pull to the side of the roadway, into a parking lot or other safe location to call the caller back. Failure to follow this policy may result in disciplinary action up to and including termination.

## **H. SMOKING**

In keeping with the 21st Amendment's intent to provide a safe and healthful work environment, smoking in the workplace is prohibited. Smoking includes cigarettes, pipes, cigars, e-cigarettes, vaping devices that contain nicotine or tobacco products.

Smoking is expressly prohibited in the office, in the common areas of all buildings managed by 21st Amendment, and in all portions of buildings managed by 21st Amendment *except* locations are within the employee's onsite residence that are not used for business purposes.

In situations where the preferences of smokers and non-smokers are in direct conflict, the preferences of non-smokers will prevail.

This policy applies equally to all employees, tenants, maintenance workers and visitors.

## **I. DRUG AND ALCOHOL USE**

### **1. Substance Abuse**

21st Amendment is committed to providing its employees with a safe workplace and an atmosphere that allows the company to protect property and other assets placed in its care. 21st Amendment employees

should not be subject to any safety threats from fellow workers. You are expected to be in a suitable mental and physical condition while at work. 21st Amendment expects you to perform your job effectively and safely at all times.

21st Amendment has no desire to intrude into its employees' personal lives. However, both on-the-job and off-the-job involvement with any mood-altering substances can have an impact on our workplace and on the company's ability to achieve its objectives of safety and security. To assure employee safety, 21st Amendment strictly prohibits the use of any drugs, intoxicants, or controlled substances if their use affects your job performance. Illicit drug use and indiscriminate alcohol consumption puts everyone at risk and cannot be tolerated. In keeping with our efforts to promote health and safety and to protect the interests of our employees, customers, and 21st Amendment, we cannot allow anyone to use, possess, sell, manufacture, purchase, or be under the influence of drugs, intoxicants, or other controlled substances at any time on 21st Amendment's premises, in the 21st Amendment's vehicles, or while on the 21st Amendment's business. The responsible and limited consumption of alcohol may be allowed in certain circumstances.

**For example:** On occasion, managerial, executive, and other salaried/exempt staff may entertain customers during work hours or after work hours as representatives of 21st Amendment. These occasions may include lunches, dinners, and business conferences. On these occasions, only the moderate and limited use of alcoholic beverages is acceptable. In addition, occasionally, alcohol is served at social events sponsored by 21st Amendment. Alcohol may be served at these events only with the approval of an Owner or President of the company. Only the moderate and limited use of alcohol is acceptable. Employees are to remain responsible, professional, and sober at all times.

The quality of our beer is very important and is part of our Quality Assurance process. Tasting beer may be part of an employee's job scope. The reason for testing and tasting a beer sample is to ensure we are producing the best beer for our consumers. These are considered "tastings" that require employees to consume up to 1 ounce of a beer that is being tested for taste and if we are producing true to brand. We encourage all employees who have tasting as part of their job duties to drink responsibly and not over-indulge to the point of being under the influence to create an unsafe work environment.

Non-exempt Pub employees are prohibited from consuming alcohol while working, which includes serving or waiting on customers, bussing tables, cooking or washing dishes. Bartenders may consume a limited amount of alcohol if necessary to perform their job duties.

Employees must observe all laws prohibiting the operation of a vehicle while under the influence of alcohol or drugs, including medication.

Employees who are undergoing prescribed medical treatment with a controlled substance that may affect the safe performance of their duties must report this treatment to their manager before beginning work.

## **2. Accommodation of Employees Seeking Treatment or Rehabilitation**

21st Amendment will provide reasonable accommodation for an employee with chemical dependencies (alcohol or drugs), if the employee voluntarily wishes to seek treatment or rehabilitation. Employees who desire that assistance should request an unpaid treatment or rehabilitation leave of absence. 21st Amendment's support for treatment and rehabilitation does not obligate the company to employ any person whose job performance is impaired because of substance abuse or who endangers the health and safety of others. The company is also not obligated to re-employ any person who has participated in treatment or rehabilitation if that person's job performance remains impaired as a result of dependency.

Employees who are given the opportunity to seek treatment or rehabilitation and are involved in any further violations of this policy will not be given a second opportunity to seek treatment or rehabilitation.

### **3. Pre-Employment Screening**

After making a conditional offer of employment, 21st Amendment may conduct pre-employment drug screening of all candidates. The screening is designed to avoid hiring individuals whose use of alcohol or drugs, including marijuana, indicates a potential for impaired or unsafe job performance. A positive test may result in revocation of the employment offer or termination of employment.

### **4. Testing for Drugs or Alcohol**

21st Amendment may order an employee suspected of being under the influence of drugs or alcohol and whose behavior, demeanor, or actions are objectively perceived to be inconsistent with maintaining the safety of the work place to take a blood test, urinalysis, or other drug or alcohol test, conducted by professional medical staff and laboratory. The testing will be conducted, without cost to the employee, while the employee is on the company's paid time. The company will provide transportation to and from the testing facility. After the test, the company will place the employee on an immediate suspension from work until the company receives the test results. If the test results are positive, then the company will immediately terminate the employment. Failure of any employee to consent to testing when requested to do so will be considered insubordination and may result in immediate termination of employment.

### **5. Knowledge of Use by Others**

It is the responsibility of all employees to ensure that the work environment at 21st Amendment is free of drugs. Any employee who has knowledge of any violation of 21st Amendment's anti-drug policy by another employee, and who does not report it, will also be subject to disciplinary action, up to and including termination of employment.

## **J. PERSONAL APPEARANCE**

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image that 21st Amendment presents to the community. Our objective in establishing a business casual dress code is to allow our employees to work comfortably in the workplace. Yet, we still need our employees to project a professional image for our customers, potential employees, and community visitors. Business casual dress is the standard for this dress code.

During business hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions and level of client interaction.

A few examples of inappropriate attire are: dirty or torn clothing that may pose as a safety risk around machinery; revealing clothing; exercise and sports attire; and clothing with potentially offensive words or logos.

Consult your manager if you have questions as to what constitutes appropriate attire.

21st Amendment makes reasonable accommodations for dress or grooming directly related to an employee's religion, ethnicity, disabilities, or any other basis protected by law. Employees with questions on this policy are encouraged to discuss them with their manager.

## **K. SOCIAL MEDIA POLICY**

At 21st Amendment Brewery, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers. The company is respectful of your privacy however, use of social media can also present certain risks which prompts certain awareness of responsibility for our company and our employees.

### **Guidelines:**

Social media continues to grow at home and at work. Social media is defined as just one of many ways to communicate that includes posting information or content on the internet, blogs, web logs, journals, diaries, personal websites, social networking web bulletin boards, chatrooms. These forms of communication can be at times connected to 21st Amendment.

You are responsible for your posting activities online. Take responsibility and post wisely and avoid creating or sharing online information that can impact your job performance, the performance of co-workers and can impact 21st Amendment employees, customers, suppliers, and others that work on behalf of 21st Amendment or have business interests.

Postings should be consistent with the company's Code of Conduct and/or Ethics Policy, Discrimination & Harassment Prevention Policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

All postings should demonstrate good judgement and are fair and courteous to fellow employees, customers, suppliers or people who work on behalf of the company. Refrain from using social media to share workplace complaints or concerns and utilize the company's Open-Door Policy to resolve issues at work. If you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating that disparage customers, 21st Amendment employees, suppliers, or that might constitute harassment or bullying. These types of posts may become examples of offensive postings meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law of company policy.

### **Be Honest, Accurate & Respectful**

Make sure you post with honesty and accuracy. If you make a mistake, correct it quickly. Never post any information or rumors that you know are false about 21st Amendment, co-workers, managers, clients, customers, suppliers or other people with the company.

Maintain the confidentiality of 21st Amendment's trade secrets and private information. Trade secrets may include information regarding the development of systems, processes, products, and technology. Do not post internal reports, policies, procedures or other confidential business information.

Be aware of Financial Disclosure laws and avoid giving a "tip" on internal business communication or exposure to outside parties that benefit them and violate the Insider Trading laws.

Giving access to your blog, website or other social networking site to a non-authorized party.

Never represent yourself as a spokesperson for 21st Amendment. All questions, inquiries, etc., should be forwarded to the Owners and President of 21st Amendment.

Refrain from using social media while on the clock unless it's part of your job function. During the work day, employees should remain productive and focused on completing work and should reserve personal social media during rest and meal periods.

All employees should not speak to the media on behalf of 21st Amendment without contacting the owners or President.

If you have additional questions about this policy, speak to your manager or contact the 21st Amendment Human Resources Department for clarification.

## **L. PERSONAL RELATIONSHIPS IN THE WORKPLACE**

Relationships by family, marriage, domestic partnership, dating and/or similar personal relationships shall constitute neither an advantage nor a disadvantage to selection, promotion, salary, or other conditions of employment.

21st Amendment strives to be a family-friendly workplace and is committed to maintaining this type of positive environment. The company permits the employment of qualified family members, domestic partners, significant others, dating (romantic or otherwise) and/or similar personal relationships of employees as long as such employment does not create a conflict of interest. It is the responsibility of each employee to disclose the above listed relationships to their immediate manager.

In any case where a conflict or the potential for conflict arises because of the relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment or, if no other alternative, terminated from employment at the Company's discretion.

## **XI. ACCOMMODATION**

### **A. DISABILITY ACCOMMODATION**

21st Amendment is committed to complying fully with the Americans with Disabilities Act (ADA) and the California Fair Employment and Housing Act (FEHA) and ensuring equal opportunity in employment for qualified persons with disabilities. We conduct all employment practices and activities on a non-discriminatory basis. 21st Amendment will consider reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless the proposed accommodation would cause undue hardship to 21st Amendment.

Our hiring procedures are designed to provide meaningful employment opportunities for persons with disabilities. Pre-employment inquiries are made only regarding an applicant's ability to perform the essential duties of the position. Generally, 21st Amendment will not ask disability-related questions or require medical examinations until after an applicant has been given a conditional job offer. 21st Amendment may ask limited questions about reasonable accommodation if it is obvious that the applicant has a disability or where the applicant has disclosed a need for accommodation. After the pre-offer, 21st Amendment may ask if the applicant will need an accommodation to perform a specific job duty, and if the answer is yes, 21st Amendment may then ask what the accommodation would be.

Reasonable accommodation is available to all disabled employees, where their disability affects the performance of job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the individual's disability.

Any applicant who requires an accommodation to apply for work should promptly notify 21st Amendment of the need for an accommodation. If you need an accommodation to perform your job, you should speak with your immediate manager or Human Resources and request an accommodation. You should specify what accommodation you need and identify the barriers that make it difficult for you to apply for work or to perform your job. The company may provide the requested accommodation or engage in discussions with you employee designed to identify possible alternate accommodations, if any, that will help eliminate the barriers. If an accommodation is reasonable and will not impose an undue hardship, then 21st Amendment will consider an accommodation. Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments. Leave of all types is available to all employees on an equal basis.

21st Amendment is also committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability. The company will follow any applicable law or regulation that provides qualified individuals with disabilities with greater protection than the ADA or FEHA.

This policy is neither exhaustive nor exclusive. The 21st Amendment is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA, FEHA, and all other applicable federal, state, and local laws.

Please discuss any needs for disability accommodation with your immediate manager and/or the Human Resources department.

#### **B. RELIGIOUS ACCOMMODATION**

21st Amendment will consider reasonable accommodations for employees' observance of religious holidays, clothing, grooming, and other religious practices. Because we strive for the best business performance, accommodations for an employee's religious practices will not be made if an undue hardship will result. If you desire a religious accommodation, please make a request in writing to your supervisor as far in advance as possible. You are expected to cooperate with 21st Amendment in seeking and evaluating alternatives.

#### **C. LIFE-THREATENING ILLNESSES IN THE WORKPLACE**

Employees with life-threatening illnesses, such as cancer, heart disease, and AIDS, often wish to continue their normal pursuits, including work, to the extent allowed by their condition. 21st Amendment supports these endeavors as long as employees are able to meet acceptable performance standards. As in the case of other disabilities, the company will consider reasonable accommodations, in accordance with all legal requirements, to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs.

Medical information on individual employees is treated confidentially. The company will take reasonable precautions to protect such information from inappropriate disclosure. (Managers, Supervisors) and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to disciplinary action, up to and including termination of employment.

Employees with questions or concerns about life-threatening illnesses are encouraged to contact company's Human Resources department for information and referral to appropriate services and resources.

## **XII. EMPLOYMENT TERMINATION**

Termination of employment is an inevitable part of personnel activity within any organization and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

RESIGNATION – voluntary employment termination initiated by an employee.

RETIREMENT – voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

DISCHARGE – involuntary employment termination initiated by the organization.

NO CALL/NO SHOW – voluntary termination initiated by an employee who fails to show up for work for their shift.

LAYOFF – involuntary employment termination initiated by the organization for non-disciplinary reasons.

Since employment with the 21st Amendment is based on mutual consent, both the employee and the company have the right to terminate employment-at-will, with or without cause, at any time. Employees will receive their final pay in accordance with applicable state and federal law.

Employee benefits will be affected by employment termination in the following manner: All accrued, vested benefits (such as vacation) that are due and payable at termination will be paid. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

### **A. RETURN OF PROPERTY**

Employees are responsible for all property, materials, or written information issued to them or in their possession or control. Employees must return all 21st Amendment property immediately upon request or upon termination of employment. 21st Amendment may also take all action deemed appropriate to recover or protect its property.

### **B. EMPLOYEE REFERENCE REQUESTS**

All requests for references must be directed to the company's Human Resource Department for processing. No other manager or employee is authorized to release references for current or former employees. The company's policy as to references for employees who have left 21st Amendment is to disclose only the date of employment and title of the last position held. Upon request and written authorization of the employee, the 21st Amendment will verify compensation.

## **XIII. MEDIATION AND ARBITRATION - DISPUTE RESOLUTION**

### **A. PROBLEM RESOLUTION**

We recognize that employees will have suggestions for improving the workplace, as well as complaints about the workplace. The most satisfactory solution to a job-related problem or concern is usually reached through a prompt discussion with your department manager. 21st Amendment has an open-door policy to

hear and resolve workplace concerns. Please feel free to contact your manager with any suggestions and/or complaints.

If you do not feel comfortable contacting your immediate manager or are not satisfied with the person above your manager, then please submit your complaint or suggestion in writing to the company's Human Resources Director, Owner or President of 21st Amendment. The Principal will review your written submission and provide you with a final resolution.

While 21st Amendment provides you with this opportunity to communicate your views, please understand that not every complaint can be resolved to your satisfaction. Even so, 21st Amendment believes that open communication is essential to a successful work environment and that all employees should feel free to raise issues of concern without fear of reprisal.

## **B. MEDIATION AND ARBITRATION**

Employees hired after January 1, 2018, and other employees who agree to mediation and arbitration, agree that all potentially litigable claims or controversies against 21st Amendment or its agents or claims by 21st Amendment against the employee (1) for any monetary relief, or (2) to compel hiring or reinstatement shall be submitted to the following alternative dispute resolution process. The agreement to arbitrate shall not apply to injunctive relief. Employees hired before January 1, 2018, will be asked to voluntarily agree to mediation and arbitration.

In the first step, you and the 21st Amendment agree to attempt to resolve your disputes before a mutually acceptable mediator. If you and the 21st Amendment cannot agree upon a mediator, the claim or controversy shall be mediated by a single mediator mutually agreed upon or, if a mutual agreement cannot be reached, appointed by JAMS.

### **JAMS Mediation Process:**

The mediation process will follow that established by JAMS as set forth in the JAMS Mediation Brochure at

<https://www.jamsadr.com/pdf-viewer.aspx?pdf=/files/Uploads/Documents/JAMS-Mediation-Brochure-2015.pdf#>

A copy of the brochure can also be requested from the Human Resources department.

21st Amendment shall pay the mediation costs. You will be responsible for any other fees and costs that you incur on your own behalf in connection with the mediation, including your attorney's fees.

### **AAA Arbitration Process:**

If the disputes are not resolved through mediation, you and 21st Amendment agree to resolve your disputes through binding arbitration before a mutually acceptable arbitrator, or if you and 21st Amendment cannot agree upon an arbitrator, the claim or controversy shall be arbitrated by a single arbitrator appointed by AAA and administered by AAA. The Arbitration shall proceed pursuant to AAA's Employment Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. AAA Employment Arbitration Rules & Procedure:

AAA Employment Arbitration Rules can be found at:

English: [https://www.adr.org/sites/default/files/employment\\_arbitration\\_rules\\_and\\_mediation\\_procedures\\_0.pdf](https://www.adr.org/sites/default/files/employment_arbitration_rules_and_mediation_procedures_0.pdf)

**Spanish:**

<https://www.adr.org/sites/default/files/Employment%20Arbitration%20Rules%20and%20Mediation%20Procedures%20-%20Spanish.pdf>

A copy of the AAA Employment Arbitration Rules can also be requested from the Human Resources department.

21st Amendment shall pay all arbitration fees and costs. The company shall be responsible for any other fees and costs that it incurs in connection with the arbitration, including 21st Amendment's attorney's fees and the costs of any court reporter or transcription. You will be responsible for any other fees and costs that you incur on your own behalf in connection with the arbitration, including your attorney's fees and the costs of your copy of the transcript. In no event, however, shall 21st Amendment be obligated to pay fees or costs that you incur on your own behalf in pursuing the arbitration, other than as may be awarded by the arbitrator in accordance with applicable law.

This agreement to arbitrate includes, but is not limited to, claims by or against you or against the 21st Amendment or its Owners, Officers, Directors, supervisors, managers, employees or agents, arising from or related to your employment.

Employee shall be entitled to seek all the types of relief that would otherwise be available in court, including the right to seek public injunctive relief.

This agreement to arbitrate shall not include administrative claims for unemployment compensation or workers' compensation, or administrative charges of employment discrimination, during the time that such claims or charges are actually pending before an administrative body and before suit has been filed. Such claims may be brought before the appropriate administrative body.

Employees hired after January 1, 2018, are required to sign a separate Mediation and Arbitration Agreement. Current employees will be asked to agree to accept arbitration which will become effective when the Mediation and Arbitration Agreement is signed.

**XIV. CONCLUSION**

Many of the 21st Amendment's policies and employee benefits have been treated only briefly in this Employee Handbook. If you have any questions or want more information, your manager or the Human Resources department who will be glad to fill in the details for you.

**Notes:**

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