

2025

EMPLOYEE HANDBOOK

OF

POLICIES AND PROCEDURES

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## **ABOUT THIS HANDBOOK / DISCLAIMER**

**This handbook has been prepared to assist you in finding the answers to many questions that you may have regarding your employment with your employer. Please take the necessary time to read it.**

We do not expect this handbook to answer all of your questions. Your Supervisor and Human Resources Department will also be a major source of information.

Neither this handbook nor any other verbal or written communication by a management representative, is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation. Your employer adheres to the policy of employment at will, which permits the employer or the employee to terminate the employment relationship at any time, for any reason, with or without cause or notice. No one is authorized to provide any employee with an employment contract or special arrangement concerning terms or conditions of employment, except for the employee's President or highest-level officer.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate employer documents. These documents are always controlling over any Statement made in this handbook or by any member of management.

This handbook states only general guidelines. The employer may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to terminate employment at will. No policy in this handbook will be interpreted to limit or interfere with an employee's right to discuss their wages, hours, and terms and conditions of employment with coworkers or their right to engage in protected concerted activity. If an employee needs clarification on this policy, the employee should contact their supervisor or the Human Resources Department.

This handbook supersedes all prior handbooks.

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## **Section 1 - Governing Principles of Employment**

### **1-1 Welcome Statement**

For those of you who are commencing employment, welcome. We hope you will enjoy your work.

For those of you who have been and currently are employed, thank you for your past and continued service.

We understand that it is our employees who provide the services that our customers rely upon, and who will grow and enable us to create new opportunities in the years to come.

### **1-2 Definitions**

The term "Company" as used throughout this handbook refers to your worksite employer.

The term "employee" refers to those employees of your employer.

The term "Human Resources Department" refers to the Company's Human Resources Department.

### **1-3 Equal Employment Opportunity**

The Company guarantees every applicant for employment and every employee the right of equal treatment without regard to race (including traits associated with race, such as hair texture and protective hairstyles), sex (including pregnancy, childbirth, and related medical conditions), reproductive health decision-making, religion, creed, color, national origin, citizenship, ancestry, physical or mental disability, medical condition, marital status, sexual orientation, gender identity or expression, genetic characteristics, veteran's status, age, lawful off-duty use of cannabis, usage of leave rights permissible under the Family Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA), or any other characteristic protected by Federal, State or local law. For purposes of this policy, as well as the Company's Unlawful Harassment, Discrimination, and Retaliation policy, "national origin" also includes physical, cultural, or linguistic characteristics (including accent) associated with a national origin group, membership in or association with an organization that promotes the interest of a national origin group, and attending or participating in a school or religious institution generally used by persons of a national origin group. The management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, and all other terms and conditions of employment.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Human Resources Department. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. To ensure our workplace is free of artificial barriers, violation of this policy will lead to discipline, up to and including discharge.

## **1-4 Disability and Religious Accommodation**

### **Disability Accommodation**

When necessary, under the California Fair Employment and Housing Act and the Americans with Disabilities Act, the Company will reasonably accommodate an employee or applicant with a known disability if the employee or applicant is otherwise qualified to safely perform all of the essential functions of the position, with or without reasonable accommodation, unless doing so would result in an undue hardship on the operation of the business. If an employee is unable to perform the essential functions of the job because of a disability, the employee should notify the Human Resources Department, preferably in writing.

### **Religious Accommodation**

If an employee believes their sincerely held religious beliefs or practices conflict with their job, work schedule, the Company's policies or practices on dress or appearance, or with other aspects of employment, that employee may seek an accommodation. The Company will reasonably accommodate an employee's religious beliefs or practices where it can do so safely and without an undue hardship. An employee who desires a religious accommodation should notify the Human Resources Department, preferably in writing. The request should include a general description of the conflict and the employee's suggested accommodation.

### **Interactive Process**

The Company will engage in an interactive process with any applicant or employee who requests a disability or religious accommodation to identify potential suitable accommodations. The Company and your employer welcome suggestions for accommodations to enable its employees to perform the essential functions of the job. However, the Company will make the final decision regarding whether a reasonable accommodation is necessary and, if so, which accommodation to provide.

## **1-5 Lactation Accommodation**

The Company provides nursing employees with a reasonable amount of break time to express breast milk. For nonexempt employees, the break time shall, if possible, run concurrently with the employee's regular rest break or meal period. Any time used in excess of the nonexempt employee's regular rest break shall be unpaid. The Company will provide a lactation room or other suitable location in accordance with applicable law. To request a lactation accommodation, an employee should contact a supervisor with whom they are comfortable or Human Resources. If for any reason the Company is unable to provide break time or a suitable location, the Company will respond to the request in writing. The Company prohibits retaliation against an employee for exercising their right to request a lactation accommodation. If an employee believes they or another employee has been discriminated against or retaliated against in violation of this policy, the employee must contact the Human Resources Department immediately. Employees may also file complaints with the California Department of Labor Standards Enforcement.

## **1-6 At-Will Employment Status**

All personnel are employed on an at-will basis. Employment at-will may be terminated with or without cause, for any or no reason, and with or without notice at any time by the employee or the Company. Nothing in this handbook shall limit the right to terminate at-will employment. No supervisor, manager, or employee of the Company has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only your employer has the authority to make any such agreement, which is binding only if it is in writing.

The terms and conditions of employment are at the sole discretion of the Company and include but are not limited to, the following; promotion; demotion; transfers; hiring decisions; compensation; benefits; qualifications; discipline; layoff or recall; hours and schedules; work assignments; job duties and responsibilities; production standards; subcontracting; reduction, cessation, or expansion of operations; sale, relocation, merger, or consolidation of operations; determinations concerning the use of equipment, methods, or facilities; or any other terms and conditions that the Company may determine to be necessary for the safe, efficient, and economical operation of its business.

## **1-7 Unlawful Harassment, Discrimination, and Retaliation**

The Company is committed to providing a work environment free of discrimination and harassment, including sexual harassment. It is our policy to prohibit sexual harassment, and harassment and discrimination based on race (including traits associated with race, such as hair texture and protective hairstyles), religion, creed, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex (including pregnancy, childbirth, and related medical conditions), reproductive health decision-making, sexual orientation, gender identity or expression, veteran's status, age, lawful off-duty use of cannabis, or any other basis protected by federal, state or local law. "Gender expression" refers to gender-related appearance or behavior, regardless of whether it's stereotypically associated with an individual's sex at birth. "Gender identity" is identification as male, female, transgender or a gender different than the person's sex at birth. "Sex stereotype" is an assumption about someone's appearance or behavior – or about the ability or inability to perform certain types of work – based on a myth, social expectation or generalization about that person's sex. "Transgender" refers to someone whose gender identity is different from the person's sex at birth. The Company prohibits harassment of its employees, independent contractors, interns, and volunteers in any form—by supervisors, co-workers, customers, or suppliers.

No employee, not even the highest-ranking employee at the Company, is exempt from the requirements of this policy. In addition, the Company will not tolerate its customers, clients, and/or outside vendors harassing any employee. Such conduct should be immediately reported to your supervisor or a member of the Human Resources Department. If you find conduct in the workplace to be unwelcome or offensive, you are expected to immediately inform the person engaging in the conduct in a clear and unambiguous manner that the conduct is unwelcome or offensive and that you want the conduct to stop. However, if you are uncomfortable taking this

action, or if the conduct does not stop after you have warned the offending person, you should immediately contact your immediate supervisor. If you feel you cannot seek help from your supervisor, then you should contact their supervisor, the Human Resources Department, or higher-level management for assistance. Supervisors must refer all harassment or discrimination complaints to the Human Resources Department or the Owner or President of the Company.

Complaints will be promptly, thoroughly, and objectively investigated. We will protect the confidentiality of complaints to the fullest extent possible. If the investigation determines that a violation of this policy has occurred, the Company will take immediate and appropriate action, including disciplinary action, up to and including termination. The failure or refusal of any employee to cooperate in a company investigation of alleged wrongful conduct may subject the employee to disciplinary action, up to and including termination. The Company will also take action to deter any further harassment or discrimination and will remedy any loss to the complaining employee resulting from harassment or discrimination. Managers, supervisors, and all other employees are required to cooperate fully with the investigation and resolution of all discrimination and harassment complaints.

Once reports of alleged violations of this policy are thoroughly investigated, the Company will take appropriate action. The Company may conclude that a violation has occurred. The Company might also conclude, depending on the circumstances, either that no violation of policy occurred or that the Company cannot conclude whether a violation occurred.

If the Company determines that this policy has been violated or that other inappropriate conduct has occurred, effective remedial action will be taken appropriate to the totality of the circumstances, including disciplinary action, up to and including termination. The Company may discipline an employee for any inappropriate conduct discovered while investigating reports or alleged violations of this policy, even if the conduct does not amount to a violation of the law or even a violation of this policy. If the person who engaged in the unwelcome or offensive conduct is not employed by the Company, the Company will take whatever corrective action is reasonable and appropriate under the circumstances. Following the conclusions of the Company's investigation, a company representative will advise the principal parties concerned of the results of the investigation separately. The notification will include sufficient information to notify the parties of the outcome, while also respecting the parties and other employees' right to privacy in connection with personnel matters.

The Company and co-workers will not retaliate against any employee for complaining, in good faith, about discrimination or harassment or for participating in any investigation of a claim of discrimination or harassment. If you feel you have been retaliated against, follow the complaint procedure above.

In addition to notifying your employer about harassment, discrimination, or retaliation, employees may also file an administrative complaint with the United States Equal Employment Opportunity Commission (EEOC) and/or the California Civil Rights Department (CRD). These agencies investigate and may prosecute complaints of discrimination, harassment, or retaliation in employment. The nearest office of the EEOC or CRD is listed in the telephone book or may be

found online at <http://www.eeoc.gov/> or <http://www.calcivilrights.ca.gov/>. For additional information, the Company has a brochure on sexual harassment which is available to all employees, and the Company also regularly conducts training for all employees regarding this policy. In addition, the CRD offers additional sexual harassment online training courses that are available at <https://calcivilrights.ca.gov/shpt/>.

Employees who make complaints in bad faith may be subject to disciplinary action, up to and including discharge.

#### **1-8 Open Door Policy**

If an employee has concerns about work conditions or job responsibilities, the employee is encouraged to voice these concerns openly and directly. If there is something about an employee's job that bothers them, or if an employee feels that they have not been fairly treated in accordance with the Company's policies, the employee should report the problem first to their supervisor. In some cases, however, there may be reasons which make it difficult for an employee to discuss their concerns with a supervisor. In such cases, employees are encouraged to discuss these concerns with the next level of management or with the Human Resources Department. Employees find that most difficulties can be resolved in a satisfactory manner by bringing them out in the open and discussing them frankly with the people who can resolve them. The Company makes every effort to respond to employee concerns. Employees at all levels are encouraged to keep channels of communication open and flexible so that it is easy to solve any difficulties that may arise.

#### **1-9 Respect for Others**

The Company values the importance of healthy and respectful working relationships among its employees. In order to achieve a productive, efficient work environment, the Company requires its employees to treat one another with courtesy and respect at all times. The Company expressly prohibits its employees from engaging in disrespectful behavior such as: prying into the business of co-workers, making untruthful or negative statements about co-workers, making rude and unnecessary comments about co-workers, spreading rumors, and engaging in harmful or malicious talk about others. This behavior is a waste of time and detracts from each employee's job satisfaction and production. If an employee has a serious complaint about a co-worker, the complaint should be brought directly to the complaining employee's supervisor, or contact a supervisor with whom they are comfortable, and not discuss with other co-workers. Employees who do not observe this policy of courtesy and respect for co-workers will be subject to discipline, up to and including termination.

#### **1-10 Drug and Alcohol-Free Workplace**

To help ensure a safe, healthy and productive work environment for our employees and others, to protect Company property, and to ensure efficient operations, your employer has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work on behalf of the Company.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of illegal drugs, drug paraphernalia, and alcohol by an individual anywhere on Company premises, while on Company business (whether or not on Company premises), while representing the Company, is strictly prohibited. Employees and other individuals also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any illegal drug. For purposes of this policy, a drug will be considered an "illegal drug" if its use is prohibited or restricted by law and an employee improperly uses or possess the drug, regardless of whether such conduct constitutes an illegal act. Taking legally prescribed medication, or over-the-counter medications is permitted to the extent that use of such medication does not adversely affect your job performance or safety, or the safety of others. Although the use of certain cannabinoids (marijuana) is lawful under California law, use and possession is still unlawful under federal law. Therefore, the Company considers such cannabinoids to be "illegal drugs" within the meaning of this policy.

Violation of this policy will result in disciplinary action, up to and including termination.

If you are using prescription or over-the-counter medications that may impair your ability to perform your job safely, you must report such use to your supervisor before starting or resuming work. If you discover that such medication impairs or adversely impacts your ability to work, immediately stop working and report your condition to your supervisor. Working while affected by prescription or over-the-counter medications is dangerous. Consult with your physician if you are impaired or affected by prescription or over-the-counter medications.

The employer maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs, or jeopardizes the health and safety of any employee, including themselves.

When a reasonable basis exists to suspect an employee of violating the drug and alcohol policy, the employee will be requested to immediately submit to a drug and/or alcohol test. Suspicion will be based on objective symptoms, such as factors related to the employee's appearance, behavior and speech. A reasonable basis may also exist if an employee is found to be in possession of illegal drugs, alcohol or paraphernalia connected with the use of an illegal drug. Possession of illegal drugs or alcohol is prohibited even if the employee has not used these substances. Testing may also be required if an employee is involved in an incident which results in serious injury to the employee or others, or which might have resulted in such injury. The results of all tests will be kept confidential. An employee has the right to refuse to be tested. However, employees who are directed to submit to an alcohol and/or drug test and who refuse may be subject to discipline, up to and including immediate termination. All alcohol and drug tests will be conducted in accordance with applicable law.

If the results of the employee's drug and/or alcohol test are positive, the Company will take disciplinary action which may include mandatory participation in the Employee Assistance

Program, suspension or immediate termination. If an employee returns to work after testing positive for drugs and/or alcohol, the employee may be required to consent to unannounced tests for drugs and/or alcohol for a two-year period as a condition of continued employment. An employee who tests positive may request a second test to be performed by a reliable drug testing agency, at the employee's expense.

Although the law protects lawful off-duty use of cannabis, please be aware that if your employer is exempt from the drug-testing laws applicable to cannabis, a positive test for cannabis products may result in disciplinary action, up to and including termination of employment.

## **1-11 Violence Prevention**

Your employer is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to Company and personal property. For more information on violence prevention, employees should review their employer's Workplace Violence Prevention Program.

We do not expect you to become an expert in psychology or to physically subdue a threatening or violent individual. Indeed, we specifically discourage you from engaging in any physical confrontation with a violent or potentially violent individual. However, we do expect and encourage you to exercise reasonable judgment in identifying potentially dangerous situations.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in Company policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or Supervisor; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; demonstrating a propensity to behave and react irrationally.

## **Prohibited Conduct**

Threats, threatening language, bullying or any other acts of aggression or violence made toward or by any employee WILL NOT BE TOLERATED. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, employees and visitors are prohibited from carrying weapons onto Company premises.

## **Procedures for Reporting a Threat**

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom you feel comfortable. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede our ability to investigate and respond to the complaints. All threats will be promptly investigated. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If the Company determines, after an appropriate good faith investigation, that someone has violated this policy, the Company will take swift and appropriate corrective action.

If you are the recipient of a threat made by an outside party, please follow the steps detailed in this section. It is important for us to be aware of any potential danger in our offices. Indeed, we want to take effective measures to protect everyone from the threat of a violent act by an employee or by anyone else.

Violations of this policy will result in disciplinary action up to and including termination.

## **1-12 Right to Revise**

This employee handbook contains the employment policies and practices of your employer's office in effect at the time of publication. We expect each Employee to read this Employee Handbook carefully as it is a valuable reference for understanding company policy. All previously issued handbooks and any inconsistent policy statements or memoranda are superseded.

Your employer 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.

Any written changes to this handbook will be distributed to all employees so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this handbook.

Nothing in this employee handbook, oral statements 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.

## **1-13 Diversity, Equity, and Inclusion**

The Company is committed to fostering a diverse workforce and maintaining a workplace that is equitable, inclusive, and safe for all employees. From recruiting practices, to pay and benefits, promotions, and all other aspects of employment with us, an environment of equity is of the utmost importance.

We not only recognize that you, our employees, comprise a wide range of backgrounds and characteristics, but we believe those differences should be celebrated and valued. Whether it's race,

religion, gender, national origin, ancestry, color, language, age, marital status, sexual orientation, gender identity, gender expression, physical or mental disability, medical condition, genetic information/characteristics, veteran status, political affiliation or any other characteristic, these are parts of each of you that contribute to your experiences as humans and ultimately to the knowledge and expertise that make you a valuable asset to the Company.

The Company is committed and determined that there is access, opportunity, and advancement for all individuals. We are always looking for ways in which we can cultivate an inclusive work environment, strengthen our cultural competency, and train our managers and employees to provide opportunities for growth and development.

It is our intention that all our employees, regardless of any particular background are always treated with respect and dignity. Likewise, we expect that as our employees, you treat your coworkers, supervisors, and other team members with the same dignity and respect at all times.

Disrespect, inappropriate behavior, or conduct toward others will not be tolerated and may subject an employee to disciplinary action, up to and including termination.

If you feel you have been mistreated, harassed, or discriminated against, or retaliated against in violation of the Company's Unlawful Harassment, Discrimination, and Retaliation policy, please contact your supervisor, Human Resources, or higher-level management.

## **Section 2 - Operational Policies**

### **2-1 Employee Classifications**

For purposes of this handbook, all employees fall within one of the classifications below.

**Full-Time Employees** – Generally, employees who regularly work at least 30 hours per week who were not hired on a short-term basis. Refer to your summary sheet for specifics of your work site employer's policy.

**Part-Time Employees** – Generally, employees who regularly work fewer than 30 hours per week who were not hired on a short-term basis. Refer to your summary sheet for specifics of your work site employer's policy.

**Short-Term Employees** - Employees who were hired for a specific short-term project, or on a short-term freelance, per diem, seasonal or temporary basis. Short-Term Employees generally are not eligible for Company benefits but are eligible to receive statutory benefits.

**Inactive Status** - Employees who are on any type of leave of absence, work-related or non-work-related, that exceeds any protected state, federal or local leave of absence will be placed on inactive status. (These individuals are still employees; however, they are not actively working).

- **Health Benefits Extension** – Unless a health benefits extension is covered by state or federal law, benefits will terminate according to our insurance carrier's policy. Employees on inactive status may be eligible under the Consolidated Omnibus Budget Reconciliation Act

(COBRA) or the California Continuation Benefits Replacement Act (Cal-COBRA) to elect to continue their health care coverage at the employee's expense. Contact the Human Resources department for more information.

In addition to the above classifications, employees are categorized as either "**exempt**" or "**non-exempt**" for purposes of Federal and State wage and hour laws. Non-exempt employees receive overtime and are required to take certain meal and rest breaks. Exempt employees are not entitled to overtime pay. All employees, regardless of their classification and regardless of whether they have completed their introductory period, are at-will.

You will be informed of your classifications upon hire and informed of any subsequent changes to your classifications.

## **2-2      Introductory Period**

The first few months of your employment are an introductory period. Refer to your summary sheet for specifics of your work site employer's policy. This is an opportunity for the Company to evaluate your performance. It also is an opportunity for you to decide whether you are happy being employed by the Company. The Company may extend the introductory period if it desires. Completion of the introductory period does not alter an employee's at-will status.

## **2-3      Job Duties**

During the introductory period, your supervisor will explain your job responsibilities and the performance standards expected of you. Please keep in mind that your job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects or to assist with other work necessary or important to the operation of your department or the Company. Your cooperation and assistance in performing such additional work is expected.

The Company reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

## **2-4      Your Employment Records**

In order to obtain your position, you provided us with personal information, such as your address and telephone number. This information is contained in your personnel file.

You are responsible for keeping your personnel file up to date by informing the Human Resources Department of any changes. Also, please inform the Human Resources Department of any specialized training or skills you may acquire in the future, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect your withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach you in a crisis could cause a severe health or safety risk or other significant problem.

## 2-5 Working Hours and Schedule

You will be assigned a work schedule and you will be expected to begin and end work according to the schedule. To accommodate the needs of our business, at some point we may need to change individual work schedules on either a short-term or long-term basis.

It is the Company's policy that all non-exempt employees must take their legally required meal and rest breaks. Non-exempt employees must take one paid ten-minute break for every 4 hours worked or major fraction thereof. Rest breaks cannot be consolidated with any other rest or meal breaks. Nonexempt employees are therefore required to take rest breaks as follows:

Shift Length	Rest Breaks
3.5 to 6 hours	One 10-minute break
more than 6 to 10 hours	Two 10-minute breaks
more than 10 to 14 hours	Three 10-minute breaks
more than 14 to 18 hours	Four 10-minute breaks

Non-exempt employees who work longer than 4 hours and 59 minutes into their shift, must take an unpaid meal period of at least thirty (30) minutes. Non-exempt employees working more than 10 hours in one day are required by law to take a second 30-minute unpaid meal-break.

All nonexempt employees who work more than 5 hours in a workday must take a 30-minute unpaid meal break. The meal break must start before the end of the 5th hour of work. For example, an employee who starts work at 8:00 am must start their meal period no later than 12:59 pm. Employees who work more than 10 hours in a workday must take a second unpaid 30-minute meal break. The second meal break must start before the end of the 10th hour of work. For example, an employee who starts work at 8:00 am, takes a 30-minute meal period at 12:00 pm, and works until 8 pm, must take a second meal break no later than 6:29 pm. Nonexempt employees must record their meal breaks as set forth in the Company's Timekeeping Procedures policy. When a work period of not more than 6 hours will complete the day's work, the meal period may be waived by mutual consent of the employee and employer. Under certain circumstances, employees may voluntarily waive either the first or second meal break by signing a meal break waiver form. This waiver can be obtained from your Human Resource Department.

Your supervisor will advise you of the time of your breaks. You are expected to return to work promptly at the end of any break.

An employee must be relieved of all duties during their meal and rest periods, including any "on call" responsibilities. Employees are not permitted to perform any work during meal and rest breaks. If an employee misses a rest or meal break for any reason, or if that rest or meal break is

interrupted with work, it is the responsibility of both the employee and the supervisor to inform THE HUMAN RESOURCES DEPARTMENT immediately to determine if additional wages are owed to the employee. Depending on the circumstances, an employee may be entitled to an additional hour of pay for each missed or late meal or rest break, up to a maximum of two additional hours of pay per day.

It is the Company's policy that all non-exempt employees take their meal and rest breaks in accordance with California law. Supervisors are prohibited from interfering with or discouraging an employee from taking a meal or rest break. If at any time an employee believes they are not receiving the meal and rest breaks to which they are entitled, or if they believe they are owed additional wages for any reason, the employee must contact the Human Resources Department immediately so the matter can be reviewed and resolved.

## **2-6 Timekeeping Procedures**

Employees must record their actual time worked for payroll and benefit purposes. Non-exempt employees must record the time work begins and ends, as well as the beginning and ending time of all meal periods, as well as any other off-duty time, on forms as prescribed by management.

Altering, falsifying or tampering with time records is prohibited and subjects the employee to discipline, up to and including discharge.

Non-exempt employees may not start work until their scheduled starting time. In addition, non-exempt employees are strictly prohibited from performing any job duties "off-the-clock," and no supervisor may ask or require you to do so. Unless your work site employer has specified otherwise, non-exempt employees are not permitted to check work email or conduct work-related phone calls outside of their regular scheduled shift.

It is your responsibility to sign your time record to certify the accuracy of all time recorded. Any errors in your time record should be reported immediately to your supervisor, who will attempt to correct legitimate errors. If an employee is asked or required to perform any job duties either before clocking in or after clocking out, the employee must immediately report the hours worked to the Company to ensure proper payment of wages.

## **2-7 Overtime**

Like most successful companies, we experience periods of extremely high activity. During these busy periods, additional work is required from all of us. Your Supervisor is responsible for monitoring business activity and requesting overtime work if it is necessary. Efforts will be made to provide you with adequate advance notice in such situations.

Non-exempt employees will be paid overtime at the rate of time and one-half (1 1/2) times their normal hourly wage for all hours worked in excess of eight (8) hours in one day and in excess of forty (40) hours in one week, or for the first eight (8) hours on the seventh day in the same workweek.

Non-exempt employees will be paid double-time for hours worked in excess of twelve (12) in any workday or in excess of eight (8) on the seventh day of the workweek. Refer to your summary sheet for specifics of your work site employer's policy. "Hours worked" means time actually spent on the job. It does not include an unpaid meal period or hours away from work due to vacation, sickness, holiday, or other absence from work. Exempt employees are not paid overtime, even if their hours exceed the normal work schedule.

For non-exempt employees who are working pursuant to a validly adopted alternative workweek schedule, overtime will be paid as follows:

- Time and one-half the employee's regular rate of pay for any work performed on a workday in excess of the regularly scheduled alternative workweek hours, up to twelve (12) hours per day or in excess of forty (40) hours per workweek.
- Double the employee's regular rate of pay for all work performed in a workday in excess of twelve (12) hours per day and any work in excess of eight (8) hours on days worked beyond those regularly scheduled in the alternative workweek agreement.

In addition, if a non-exempt employee working under an alternative workweek agreement is required to work fewer hours than those regularly scheduled, the employee will be paid overtime at time and one-half the employee's regular rate of pay for all hours worked in excess of eight (8) hours and double the employee's regular rate of pay for all hours worked in excess of twelve (12) hours on the day the employee is required to work the reduced hours.

There are special rules and exceptions for employees who work in the healthcare industry, and exceptions for employees who are working approved makeup time or when the employer approves an employee's request for substitution of workdays or to work fewer hours than those required. See your Supervisor or the Human Resources Department if you have any questions about overtime.

Employees may work overtime only with management authorization. If an employee works overtime without authorization, the time will be paid. However, the employee may be subject to disciplinary action for working unauthorized overtime.

For purposes of calculating overtime for non-exempt employees, the workweek begins on Monday and ends on Sunday, with the workday being midnight to midnight, unless otherwise specified on your client summary sheet.

## **2-8      Your Paycheck**

You will be paid for all the time you have worked during your appropriate pay period. Your summary sheet will reflect which pay cycle you are on.

Your payroll stub itemizes deductions made from your gross earnings. By law, the Company is required to make deductions for Social Security; federal, state, and local income taxes; state disability insurance and paid family leave contributions; and any other appropriate taxes. These

required deductions may also include any court-ordered legal attachments and garnishments of an employee's wages or salaries. Your payroll stub will also differentiate between regular pay received and overtime pay received.

In addition, it is our policy to accurately compensate employees in compliance with state and federal laws and to not make any deductions from your wages which are contrary to state or federal law. However, occasionally, inadvertent mistakes happen. If you believe there is an error in your pay, bring the matter to the attention of your Payroll Specialist immediately so the Company can resolve the matter quickly and amicably, and reimburse you for any improper deductions. In addition, the Company will not allow any form of retaliation against employees who bring such concerns to our attention.

Your paycheck will be given only to you, unless you request that it be mailed, or authorize in writing another person to accept your check for you.

Should your pay date fall on a Federal Holiday, the designated payday will be the following business day unless your pay date falls on a Friday or Monday. For Friday pay dates on a Federal Holiday, the designated pay date is moved to Thursday and for Monday pay dates on a Federal Holiday, the designated pay date is Tuesday.

## **2-9      Direct Deposit**

We strongly encourage employees to use direct deposit. Authorization forms are available from the Human Resources Department. You will be able to create an account on the portal to verify payment stubs.

## **2-10    Expense Reimbursements**

The Company reimburses employees for all necessary work-related expenses incurred (such as; use of an employee's personal vehicle or cell phone for business purposes, tools and equipment required to perform the employee's job, required uniforms, meals and lodging for business travel, etc.) Employees who have expense accounts or who have incurred business expenses must submit required receipts and the Expense Reimbursement Form as soon as practical, but no later than the 30 days after the expense is incurred to their supervisor for approval. Although an employer must reimburse employees for work-related expenses, if the employee submits it later than this time frame, depending on the circumstances, it may be considered a violation of policy and result in disciplinary action.

Employees who have any questions about the Company's expense reimbursement policy or believe that the amount they have been reimbursed does not represent a complete reimbursement should immediately contact their supervisor. In general, employees must obtain approval from a supervisor prior to incurring a business-related expense.

The Company credit cards are not to be used for personal expenses unless authorized by the owner or designee.

## **2-11 Performance Review**

Depending on your position and classification, your employer may perform a performance review. However, please understand that a positive performance evaluation does not guarantee an increase in salary, a promotion, or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of management. The frequency of performance reviews may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

## **2-12 Record Retention**

The Company acknowledges its responsibility to preserve information relating to litigation, audits and investigations. Failure on the part of employees to follow this policy can result in possible civil and criminal sanctions against the Company and its employees and possible disciplinary action against responsible individuals (up to and including termination of employment). Each employee has an obligation to contact the Human Resources Department to inform them of a potential or actual litigation, external audit, investigation or similar proceeding involving the Company that may have an impact on record retention protocols.

# **Section 3 - Benefits**

## **3-1 Benefits Overview Disclaimer**

In addition to good working conditions and competitive pay, it is the employer's policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully designed. Please refer to your summary sheet for a listing of available benefits.

## **3-2 Holidays**

Please refer to your summary sheet for a listing of available benefits. (Only benefits listed on summary sheet are available). If paid holidays are offered by your employer, holidays will not be paid to employees on any type of unpaid leave of absence. Please contact your Human Resource Department for any questions.

## **3-3 Vacations**

Please refer to your summary sheet for a listing of available benefits. (Only benefits listed on summary sheet are available). Please contact your Human Resource Department for any questions.

## **3-4 Sick Days**

Your employer provides paid sick leave to employees who have worked 30 or more days in California within a year of their employment.

## **Eligibility**

All employees who work 30 or more days annually in California are eligible for paid sick leave. On the 90th day of employment, eligible employees may begin to use paid sick time under this policy in minimum increments of two hours. The Company may provide this benefit as PTO or Sick Leave. Your Summary Sheet will explain the policy that applies to you along with the maximum amount of sick time you are allowed to use per calendar year.

Sick leave may be used to care for a health condition of, or to seek preventative care for, the employee, the employee's family member, or another designated person. For purposes of this policy, "family member" is defined as an employee's spouse, registered domestic partner, child, parent, grandparent, grandchild, or sibling, or the child or parent of the employee's spouse or registered domestic partner. "Designated person" means any individual identified by the employee at the time the sick leave is utilized. An employee may only identify one designated person in a 12-month period for purposes of sick leave. An employee may also use sick leave to seek assistance for issues related certain qualifying crimes (see the Company's Time Off for Crime Victims Policy for additional information), as well as for jury duty and witness leave. Agricultural employees who work outside may use paid sick leave to avoid smoke, heat, or flooding created by a local or state emergency, including when the worksite is closed due to the smoke, heat, or flooding conditions.

Employees requesting time off under this policy should provide as much advanced notice to their employer as practicable, and employees who take more than their available days or more sick days than those mandated by California law may be required to provide appropriate documentation to their employer in support of the leave taken.

Paid sick leave for non-exempt employees will be compensated at the employee's regular rate of pay. Paid sick leave for exempt employees is calculated in the same manner as the employer calculates wages for other forms of paid leave time. Unused time under this policy is not paid out at the time of separation from employment. However, employees who are re-employed within a year of separation will have their accrued unused bank of time off under this policy made available to them.

Leave under this policy may run concurrently with leave taken under other applicable policies as well as under local, state or federal law, including leave taken pursuant to the California Family Rights Act (CFRA) or the Family and Medical Leave Act (FMLA).

You will not be discriminated or retaliated against for requesting or using your available paid sick time.

For more information regarding leave under this policy, contact the Human Resources Department.

Please refer to your summary sheet for a listing of additional sick leave benefits.

### **3-5 Insurance Programs**

Please refer to your summary sheet for a listing of available benefits and your new hire paperwork for a listing of voluntary benefits that may be available to you.

### **3-6 Workers' Compensation**

On-the-job injuries are covered by Workers' Compensation Insurance, which is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to your Supervisor. Failure to follow Company procedures may affect your ability to receive Workers' Compensation benefits.

The Company must continue to comply with all regulatory aspects of doing business, including without limitation, the obligations to provide at its expense and ensure use of all personal protective equipment, maintain a safe and accessible workplace under the Occupational Safety and Health Act ("OSHA"), and the Americans with Disabilities Act ("ADA"), and all related and similar state regulatory requirements.

The Company provides medical treatment for work-related injuries through a medical provider network. The name, address and telephone number of a medical facility designated by your employer's office is posted on various employee bulletin boards. According to current state law, if you use your own doctor or any other doctor that has not been pre-approved without prior permission from the Company, you may be responsible for the payment of any medical costs.

If an employee is injured at work and is temporarily unable to perform their usual and customary work, the employee will be eligible to receive worker's compensation benefits. The employee must provide the Human Resources Department with the certification from a recognized medical professional confirming the necessity of the leave within 14 days after the leave begins.

California law prohibits retaliating against an employee because of their occupational injury or illness. It also prohibits retaliating against an employee who reports an injury or accident, or who files a claim for workers' compensation benefits in good faith. Retaliation against an employee in such instances is a violation of this policy and may result in disciplinary action, up to and including termination of employment. The workers' compensation leave will continue until (1) a recognized medical professional certifies that the employee is capable of resuming all of the duties of the employee's former position, with or without reasonable accommodation; (2) a recognized medical professional certifies that the employee is permanently precluded from returning to work in their prior position or performing some portion of their prior job (i.e., the medical condition is permanent and stationary); (3) the employee resigns, quits, accepts employment with another business, refuses to return to work after being released for full or partial work, or otherwise indicates that they are not going to return to work; or (4) one year has passed and the employee is still not able to return to work in their prior position, either with or without reasonable accommodation.

An employee on a workers' compensation leave which exceeds 30 days must update the Company on at least a monthly basis and provide information concerning their health status, anticipated date

of return to work and continued intent to return to work. IF AN EMPLOYEE DOES NOT COMPLY WITH THIS REPORTING REQUIREMENT, EMPLOYMENT MAY BE TERMINATED. Workers' compensation disability leave is unpaid, but an employee may apply accrued vacation, sick leave, or PTO, as applicable, to the workers' compensation disability leave, which will supplement any workers' compensation or other wage benefits the employee receives. Employer will maintain group health benefits, if applicable, for the portion of leave that the employee is paid, such as during the time the employee is paid for accrued vacation or PTO. However, the employer will not maintain an employee's group health benefits during an unpaid leave unless otherwise required by law. An employee may be eligible for continuation health care coverage at the employee's cost. See the Human Resources Department for more information.

Should a work-related injury take place, consistent with the Company's Drug and Alcohol-Free Workplace policy, an employee may be subject to a post-accident drug test. A positive result will result in discipline, up to and including termination.

An employee may return to work only after they provide the Company with a release to work from the employee's physician. If the employee has been released without limitation, or is capable of performing the essential function of their job with reasonable accommodation, the employee will be offered the same position they held prior to the leave, unless that job no longer exists or has been filled in order for the Company to operate safely and efficiently. In this event, the employee will be offered a substantially similar position if one is available. If the Company receives medical evidence satisfactory to it that an employee will be permanently unable to resume safely all of the essential functions of their job, with or without reasonable accommodation, and if reassignment to a vacant position is not possible, the employee's employment will be terminated.

### **Modified or Alternate Duty**

Whenever possible, the Company will provide modified or alternate work to the employee that sustained an industrial injury or illness. The Company will make every effort to provide the injured or ill employee modified or alternate work until the employee is released to return to performing the essential functions of their job, either with or without reasonable accommodation.

In order for an employee to be put on modified or alternate work, the employee must provide the supervisor with a work status statement from the doctor with detailed work restrictions.

An employee must notify their supervisor immediately if they experience any increase in pain, disability or problems while performing modified or alternative work. The Company encourages employees to schedule needed follow up appointments during non-work hours.

### **3-7     Jury Duty or Witness Leave**

Employees are allowed to take unpaid time off due to jury duty service or if subpoenaed to court as a witness. An exempt employee will be paid their regular salary during the time the employee serves on jury duty unless the employee does not perform any work during an entire workweek. Employees may also choose to use vacation or sick leave to cover any unpaid portion of leave for jury duty or witness leave.

You should notify your supervisor of the need for time off for jury duty or witness leave as soon as a subpoena, notice or summons from the court is received. You may be requested to provide written verification from the court clerk of performance of jury service or a copy of the subpoena. If work time remains after any day of jury selection or jury duty, you may be expected to return to work for the remainder of the work schedule. Please refer to your summary sheet for a listing of available benefits for jury service and other policy details. (Only benefits listed on the summary sheet are available).

The Company does not tolerate discrimination or retaliation against an employee for taking time off to perform their civic duties as jurors or witnesses. If any employee has a concern about discrimination or retaliation based on their time off under this policy, they must immediately contact the Human Resources Department.

### **3-8      Bereavement Leave**

Employers with 5 or more employees allow employees to take up to five days of unpaid bereavement leave upon the death of a family member. For purposes of this policy, "immediate family" includes the employee's spouse, parent, child, or sibling; the employee's spouse's parent or child; and the employee's grandparents or grandchildren. The term "spouse" includes a registered domestic partner. To be eligible for bereavement leave, employee must be employed by the employer for at least 30 days prior to starting the leave.

Bereavement leave may be unpaid, but employees can use existing leave available to the employee (e.g., vacation, paid time off [PTO], sick leave, etc.). You may work for an employer that offers some of this leave paid. Please see your summary sheet for clarification. Your employer may require documentation to support the leave, which may include a death certificate; a published obituary; or a verification of death, burial or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution or government agency. Leave need not be taken consecutively but must be completed within three months of the family member's death.

### **3-9      Reproductive Loss Leave**

Employees who work for an employer with 5 or more employees and who have completed thirty (30) days of employment are eligible to take up to five (5) days' time off following each reproductive loss event. In no event, however, will an employee be permitted to take more than twenty (20) days off for reproductive loss events in any 12-month period. Reproductive loss leave is unpaid, but an employee may choose to use accrued sick leave or PTO. Your employer will maintain your confidentiality associated with the need for reproductive loss leave, unless otherwise required by law or to enforce this policy. Your employer shall not retaliate against any employee who seeks to use or uses reproductive loss leave, or who gives information or testimony about reproductive loss. If any employee needs time off under this policy, the employee must notify their supervisor or the Human Resources Department.

For purposes of this policy, a "reproductive loss event" shall mean the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful

assisted reproduction by the employee, their spouse, registered domestic partner, or other individual with whom the employee would have been a parent or adoptive parent of the child.

### **3-10 Voting Leave**

In the event an employee does not have sufficient time outside of working hours to vote in a statewide election, the employee may take off sufficient working time to vote. This time should be taken at the beginning or end of the regular work schedule, whichever allows the most free time for voting and the least time off from work. An employee will be allowed a maximum of two (2) hours of voting leave on Election Day without loss of pay. Your supervisor must be notified of the need for leave at least two (2) working days prior to the Election Day.

### **3-11 Day Care and School Visits**

An employee who works for an employer with 25 or more employees, (unless otherwise specified on your Summary Sheet) who is the parent or guardian of a child enrolled with a licensed child care provider or in kindergarten through grade 12 may take up to 40 hours per year off of work to visit the child's provider or school. An employee must use vacation time for the visits and may be asked to provide documentation from the provider or school verifying the date and time of the employee's visits. If the employee does not have any available vacation time in their vacation bank, the time off will be unpaid.

If an employee is the parent or guardian of a child who has been suspended from school and the employee receives a notice from the child's school requesting that the employee attend a portion of a school day in the child's classroom, the employee may take unpaid time off to appear at the school. In either event, an employee must provide reasonable advance notice of their planned absence their supervisor.

### **3-12 Organ and Bone Marrow Donation**

An employee who works for an employer with 15 or more employees may be eligible for up to thirty days paid leave and up to thirty days of unpaid leave for the purpose of organ donation, and up to five days paid leave for bone marrow donation. An employee must first use ten days of accrued but unused vacation and/or sick leave for organ donation, or five days of accrued but unused vacation and/or sick leave in the case of a bone marrow donation before qualifying for any paid leave. If an employee has exhausted their vacation and sick leave, the Company will provide paid leave for the remainder of the leave period up to a maximum of thirty days for an organ donation, or five days for a bone marrow donation. Leave taken to donate bone marrow or organs will not run concurrently with leave under the CFRA/FMLA.

During an employee's leave of absence for an organ or bone marrow donation, the employee will continue to earn and accrue vacation and sick leave and the Company will maintain an employee's group health benefits as required by law. To be eligible for leave, an employee must provide written verification from a medical professional that they are an organ or bone marrow donor and that there is a medical necessity for the donation.

### **3-13 Employee Assistance Program**

Your employer may offer an employee assistance program for employees. This program offers qualified counselors to help you cope with personal problems you may be facing. Further details can be obtained through your Human Resources Department.

### **3-14 Time Off for Crime Victims**

The Company takes threats and actions of crime against our employees and their families very seriously. If at any time an employee who is a victim of a qualifying act of violence needs to be absent from work to appear in court as a witness or to obtain injunctive relief (including a temporary restraining order) to help ensure the health, safety, or welfare of the employee or their child, the employee should contact their Supervisor or the Human Resources Department.

In addition, if your employer has twenty-five (25) or more employees, you may be entitled to time off under this policy for the following reasons:

- To seek, obtain, or assist a family member to seek or obtain, medical attention for or to recover from, injuries caused by a qualifying act of violence;
- To seek, obtain, or assist a family member to seek or obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of a qualifying act of violence;
- To seek, obtain, or assist a family member to seek or obtain psychological counseling or mental health services related to an experience of a qualifying act of violence;
- To participate in safety planning or take other actions to increase safety from future qualifying acts of violence;
- To relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or childcare;
- To provide care to a family member who is recovering from injuries caused by a qualifying act of violence;
- To seek, obtain, or assist a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence;
- To prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence; or
- To seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.

If your employer has more than twenty-five (25) employees, you may take up to twelve (12) weeks of leave under this policy if the employee is the victim. If the employee's family member is the victim, the employee may take off up to ten (10) days for any specified reason, except that an

employee is limited to five (5) days of leave to assist a family member with relocation. Leave taken pursuant to this policy will run concurrently with leave under the FMLA/CFRA, if applicable.

For purposes of this policy, a “qualifying act of violence” includes stalking, domestic violence, or sexual assault; or any act, conduct or pattern of conduct in which (i) an individual causes bodily injury or death to another; (ii) an individual exhibits, draws, or uses a firearm or other dangerous weapon with respect to another individual; or (iii) an individual uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.

For purposes of this policy, a “victim” is an individual against whom a qualifying act of violence is committed, and a “family member” means a child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or other designated person. A “designated person” is any individual related by blood or whose association with the employee is the equivalent of a family relationship.

An employee may use accrued sick leave or vacation in lieu of unpaid time off under this policy.

### **Reasonable Accommodation**

In addition, if an employee or their family member is a victim of a qualifying act of violence, and they have concerns about their safety at work should immediately contact a Supervisor or the Human Resources Department to request a reasonable accommodation. The Company will engage in a timely, good faith interactive process to determine an effective reasonable accommodation, where possible.

Employee privacy will be protected to the greatest extent possible. The Company may ask the employee for certification to confirm the need for time off or a reasonable accommodation, as applicable.

Retaliation or discrimination against an employee who takes time off or who requests a reasonable accommodation for the purposes set forth in this policy is prohibited and shall not be tolerated. If an employee believes they have been retaliated or discriminated against in violation of this policy, or if an employee believes another employee has been retaliated or discriminated against, please contact the Human Resources Department immediately.

### **3-15 Time Off to Attend Court Proceedings**

The Company recognizes that an employee may need to take time off work to attend certain legal proceedings when they a family member has been the victim of a crime. Employees may take time off under this policy for either of the following purposes: (i) to attend judicial proceedings if they or an immediate family member (spouse, registered domestic partner, parent, stepparent, sibling, stepsibling, child or stepchild) are the victim of qualifying crimes; or (ii) to be heard at any proceeding in which the employee’s rights as a victim or those of their spouse, registered domestic partner, parent, child, sibling, or person for whom the employee serves as a guardian are at issue. Employees may use any available paid vacation for these purposes and, to attend judicial proceedings, employees may also use any available paid sick leave benefits. Employees may also be

required to provide the Company with supporting documentation demonstrating the employee's attendance. The Company will keep any documentation provided, as well as the employee's use of time off for these purposes, confidential. For more information on qualifying crimes or to take time off under this policy, please contact Human Resources.

### **3-16 Extended Medical Leave**

On occasion, an employee may need a medical leave of absence that extends beyond limits under any state or federal mandatory leave law. In addition, there may be circumstances when an employee needs a medical leave allowed under disability laws and in accordance with this policy.

In these situations, an extended medical leave of absence may be granted for medical disabilities with a doctor's written certificate of disability. Extended disability leaves will also be considered on a case-by-case basis, consistent with the Company's obligations under federal and state disability laws. Where such leaves do not run concurrently with other mandatory federal or state leave laws, your employer may either require you to continue paying your portion of your health insurance premiums or discontinue benefits as permitted by law. For more information on your benefits while on an extended medical leave, please contact the Human Resources Department.

Employees should request any leave in writing and as far in advance as possible. A medical leave begins on the first day your doctor certifies that you are unable to work and ends when your doctor certifies that you are able to return to work. Your supervisor will provide you with a form for your doctor to complete, showing the date you were disabled and the estimated date you will be able to return to work. When returning from a medical disability leave, you must present a doctor's certificate declaring fitness to return to work.

Upon return from medical leave, you will be offered the same position you held at the time your leave began, if available. If your former position is not available, a comparable position will be offered. If neither the same nor a comparable position is available, your return to work will depend on job openings existing at the time of your scheduled return. The Company makes no guarantees of reinstatement, and your return will depend on your qualifications for existing openings. The Company will comply with any reinstatement obligations under state or federal law.

An employee who needs reasonable accommodations should contact their supervisor and discuss the need for an accommodation.

### **3-17 Retirement Plan**

Please refer to your summary sheet for a listing of available benefits. (Only benefits listed on summary sheet are available).

## **Section 4 - Leaves of Absence**

### **4-1 Military Leave**

If you are called into active military service or you enlist in the uniformed services, you will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, you must provide management with advance notice of your service obligations unless you are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable for you to provide such notice. Provided your absence does not exceed applicable statutory limitations, you will retain reemployment rights and accrue seniority and benefits in accordance with applicable Federal and State laws. Please ask the Human Resources Department for further information about your eligibility for Military Leave.

If you are required to attend yearly Reserves or National Guard duty, or if you are a member of the State Military Reserve, you can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). You should give management as much advance notice of your need for military leave as possible so that we can maintain proper coverage while you are away.

### **4-2 Paid Family Leave**

For certain absences, the State of California will pay State Disability Insurance (SDI) or Paid Family Leave (PFL) benefits. The Company does not pay SDI and PFL. SDI applies to leaves taken due to the employee's own illness. PFL applies to qualifying leaves taken due to illnesses of the employee's family member, bonding with a new child, and covered active duty of the employee's family member in the Armed Forces of the United States. Unless an employee qualifies for leave under Pregnancy Disability Leave, the California Family Rights Act or the Family Medical Leave Act, they will have no right to continued employment, and no right to reinstatement after taking leave, except as required by law.

### **4-3 Family and Medical Leave**

**The Leave Policy.** Under the Federal Family Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), you are eligible to take up to twelve (12) weeks of unpaid family/medical leave within any 12-month period and be restored to the same or an equivalent position upon your return from leave, subject to the terms of the FMLA and the CFRA, provided you have worked for the Company for at least twelve (12) months and a total of at least one thousand, two hundred and fifty (1,250) hours in the last twelve (12) months. Additionally, to qualify for FMLA leave, you must be employed at a Company that has fifty (50) or more employees within seventy-five (75) miles. Moreover, to qualify for CFRA leave, you must be employed at a Company that has five (5) or more employees. The 12-month period is a rolling 12 months and will be measured backward from the date an employee uses any FMLA leave. Where permissible by law, CFRA and FMLA run concurrently.

**Reasons for Leave.** You may take family/medical leave for any of the following reasons: (1) the birth of a child and in order to care for such child; (2) the placement of a child with you for

adoption or foster care and in order to care for the newly placed child; (3) to care for a covered relation with a serious health condition; (4) because of your own serious health condition which renders you unable to perform any of the essential functions of your position; or (5) any qualifying exigency related to the covered active duty or call to covered active duty of an employee's spouse, child, or parent. Leave because of reasons (1) or (2) must be completed within the 12-month period beginning on the date of birth or placement. In addition, spouses employed by the Company who request leave because of reasons (1) or (2) or to care for an employee's parent with a serious health condition may only take a combined total of twelve (12) weeks of FMLA leave during any 12-month period; in this case, the term "spouse" includes same-sex spouses who are married, but does not include registered domestic partners. However, where both parents are entitled to CFRA leave, each parent remains eligible for the full twelve (12) weeks of CFRA leave to care for the newborn or newly placed child. Leave because of reason (5) for purposes of CFRA leave also includes covered active duty or call to covered active duty of an employee's domestic partner. For purposes of FMLA leave, a "covered relation" is an employee's child (minor or dependent), parent or spouse. For purposes of CFRA leave, a "covered relation" is an employee's child of any age, parent, parent-in-law, grandparent, grandchild, sibling, spouse or domestic partner, or other designated person who has a serious health condition. For purposes of this policy, "designated person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship. An employee may identify a designated person at the time the employee requests the leave. An employee is limited to one designated person per 12-month period for purposes of leave under the CFRA.

Eligible employees may take up to 26 workweeks of FMLA leave to care for their spouse, child, parent, or next of kin who is a member of the Armed Forces, including a member of the National Guard or Reserves, or who is a veteran who was discharged or released within five years prior to the FMLA leave, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of duty.

The complete eligibility requirements and definitions are included in the FMLA and CFRA regulations.

**Notice of Leave.** If your need for family/medical leave is foreseeable, you must give the Company at least thirty (30) days' prior written notice. If this is not possible, you must at least give notice as soon as practicable (within two (2) business days of learning of your need for leave). Failure to provide such notice may be grounds for delay of leave. Additionally, if you are planning a medical treatment you must consult with the Company first regarding the dates of such treatment. Where the need for leave is not foreseeable, you are expected to notify the Company within two (2) business days of learning of your need for leave, except in extraordinary circumstances. The Human Resources Department has Request for Family/Medical Leave forms available. You should use these forms when requesting leave.

**Medical Certification.** If you are requesting leave because of your own or a covered relation's serious health condition, you and the relevant health care provider must supply appropriate medical certification. You may obtain Medical Certification Forms from the Human Resources

Department. When you request leave, the Company will notify you of the requirement for medical certification and when it is due (at least fifteen (15) days after you request leave). If you provide at least thirty (30) days' notice of medical leave, you should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided.

Your employer, at its expense, may require an examination by a second health care provider designated by the Company, if it reasonably doubts the medical certification, you initially provide. If the second health care provider's opinion conflicts with the original medical certification, the Company, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. The Company may require subsequent medical recertification. Failure to provide requested certification within fifteen (15) days, if such is practicable, may result in delay of further leave until it is provided.

If the leave is to care for a member of the Armed Forces, including a member of the National Guard or Reserves, or if the leave is due to a qualifying exigency, you must also provide the written certifications required by law.

**Leave is Unpaid.** Family/medical leave is an unpaid leave, although you may be eligible for short- or long-term disability payments, paid family leave benefits and/or workers' compensation benefits under those insurance plans or policies. If you are entitled to receive money from these sources, your leave will be considered "paid leave" for the period during which you receive that money. If your leave is "unpaid" leave you may be required to substitute paid time off (vacation, sick days, and personal days) for "paid" leave as described below.

If you request leave because of a birth, adoption or foster care placement of a child, or to care for a covered relation with a serious health condition, any accrued paid vacation or personal days will be substituted for unpaid leave unless the employee is receiving Paid Family Leave benefits. If the employee is receiving Paid Family Leave benefits, the employee may elect to use accrued vacation and personal days to supplement Paid Family Leave benefits. The employee may also elect to use accrued sick days.

If you request leave because of your own serious health condition, any accrued paid vacation, personal days and sick days first will be substituted for any unpaid leave. However, if the employee is receiving State Disability or any other form of disability payments while on leave, the employee will not be required to use accrued sick days or vacation during the portion of the leave in which the employee is receiving such payments. However, the employee may elect to utilize accrued sick days or vacation to supplement these benefits.

In the case of a leave for pregnancy disability, you will be required to use all accrued sick days. You will not be required to use accrued paid vacation or personal days, but you may elect to do so.

If the Company and the employee agree, vacation, personal days and sick days may supplement any State Disability, Workers' Compensation or Paid Family Leave Insurance benefits, or any other payments made under a disability plan, to the extent that such a plan does not fully cover the employee's leave. No vacation, personal days or sick days will be substituted for State Disability

Insurance, Workers' Compensation or Paid Family Leave Insurance, or any other disability plan, however.

The substitution of paid leave time for unpaid leave time does not extend the 12-week leave period. Further, in no case can the substitution of paid leave time for unpaid leave time result in your receipt of more than 100% of your salary. Your family/medical leave runs concurrently with other types of leave (i.e., paid vacation, State family leave laws, etc.). Those other leaves may provide for paid leave.

**Medical and Other Benefits.** During an approved family/medical leave, your employer will maintain your health benefits as if you continued to be actively employed. If paid leave is substituted for unpaid family/medical leave, the Company will deduct your portion of the health plan premium as a regular payroll deduction. If your leave is unpaid, you must pay your portion of the premium. Your health care coverage will cease if your premium payment is more than thirty (30) days late. If your payment is more than fifteen (15) days late, we will send you a letter to this effect. If we do not receive your payment within fifteen (15) days after the date of this letter, your coverage may cease. If you elect not to return to work for at least thirty (30) calendar days at the end of the leave period, you will be required to reimburse the Company for the cost of the health benefit premiums paid by the Company for maintaining coverage during your unpaid leave, unless you cannot return to work because of a serious health condition or other circumstances beyond your control.

**Intermittent and Reduced Schedule Leave.** Leave because of a serious health condition may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday) if medically necessary. If leave is unpaid, the Company will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave, the Company may temporarily transfer you to an available alternative position which better accommodates your recurring leave and has equivalent pay and benefits.

**Returning From Leave.** If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required to provide medical certification that you are fit to resume work. You may obtain Return to Work Medical Certification Forms from the Human Resources Department. Employees failing to provide the Return-to-Work Medical Certification Form will not be permitted to resume work until it is provided.

**No Work While on Leave.** The taking of another job while on family/medical leave or any other authorized leave of absence is grounds for immediate termination, to the extent permitted by law.

**Relationship with Pregnancy Disability Leave and Workers' Compensation.** The provisions of this family/medical leave policy are separate and distinct from those of the pregnancy disability leave to which an employee may also be entitled. Employees who sustain a work-related injury will be eligible for a medical leave of absence for the period of disability in accordance with all applicable laws covering occupational disability.

**Registered Domestic Partners.** For the purposes of this policy, "registered domestic partner" means two adults who have established a domestic partnership in accordance with the requirements of California law. A domestic partnership is established in California when both persons file a Declaration of Domestic Partnership with the Secretary of State, and, at the time of filing, all of the following requirements are met:

1. Both persons share the same residence;
2. Neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated, dissolved, or nullified;
3. The two persons are not related by blood in a way that would prevent them from being married to each other in California;
4. The two persons are at least 18 years of age (or are under the age of 18 and obtained written consent from a parent or guardian or a court order granting permission for the domestic partnership); and
5. Both persons are capable of consenting to the domestic partnership.

#### **4-4      Pregnancy Disability Leave and Accommodation**

##### **Reasonable Accommodation**

The Company will reasonably accommodate an employee who requires an accommodation due to pregnancy, childbirth, or other related medical conditions. Such accommodations may include temporarily modifying work practices and duties, allowing more frequent breaks, modifying work schedules to permit earlier or later arrivals, providing furniture, or transfer to a less strenuous position (where available) or duties. A reasonable accommodation may also include intermittent time off or a leave of absence as set forth below. In some cases, a request for a reasonable accommodation must be supported by a certification from the employee's health care provider. What constitutes a reasonable accommodation will be determined through an interactive process between the Company and the employee, with input from the employee's medical provider, and will be dependent upon the unique circumstances of each situation. Employees who require accommodation due to pregnancy or related medical conditions should contact the Human Resources Department.

##### **Eligibility and Terms of Pregnancy Disability Leave**

Regardless of their length of service with the Company, employees are entitled to a disability leave during the time they are disabled due to pregnancy, childbirth, or related medical conditions. PDL will be for the period of disability, up to four months (i.e., 17 1/3 weeks). An employee is "disabled" if they are unable because of pregnancy or related medical conditions to perform the essential functions of the job, or to perform these functions without undue risk to the employee, successful completion of the pregnancy, or to other persons.

PDL may be taken intermittently or on a reduced work schedule when medically advisable, as determined by the employee's health care provider. If an employee needs intermittent leave or a reduced work schedule, the Company may require a transfer to an available alternative position for which the employee is qualified and which accommodates recurring periods of leave.

### **Use of Accrued Paid Leave**

Employees may choose (or the Company may require employees) to use accrued paid sick leave, concurrently with some or all of the leave taken under this policy.

Additionally, employees may choose to use accrued paid leave such as vacation or paid time off concurrently with some or all of the leave under this policy. To receive paid leave, eligible employees must comply with the Company's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice).

### **Maintenance of Health Benefits**

If employees and their families participate in the Company's group health plan, the Company will maintain coverage during leave under this policy on the same terms as if employees had continued to work. If applicable, employees must make arrangements to pay their shares of health plan premiums while on leave. In some instances, the Company may recover premiums it paid to maintain health coverage or other benefits for employees and their families. Use of leave under this policy will not result in the loss of any employment benefit that accrued prior to the start of leave under this policy. Employees should consult the applicable plan document for information regarding eligibility, coverage and benefits.

### **Procedures**

When seeking leave or a reasonable accommodation under this policy, an employee must provide the Human Resources Department with the following: As soon as practicable and, if possible, prior to commencing leave, a statement from the employee's health care provider supporting the request for leave or reasonable accommodation. The statement should confirm that the requested leave or reasonable accommodation is based on a pregnancy-related disability, and if the statement is provided in support of a leave request, the statement should include an anticipated start and end date. If the leave is not foreseeable, the employee must provide the statement no later than 15 calendar days after the employee has requested the leave. Failure to provide the medical statement when required may result in denial of the leave or accommodation and, if the leave is unauthorized, discipline, up to and including termination. An employee must also supply periodic reports as deemed appropriate during the leave regarding the employee's status and intent to return to work.

So that the Company can properly schedule an employee's return to work, an employee on Pregnancy Disability Leave should provide the Company with at least two weeks' advance notice of the date they intend to return to work. The employee must provide medical certification of fitness for duty before returning to work. The Company will require this certification to address whether employees can perform the essential functions of their positions.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including termination.

## **Employer Responsibilities**

To the extent required by law, the Company will inform employees whether they are eligible for leave under this policy. Should employees be eligible for leave, the Company will provide eligible employees with a notice that specifies any additional information required as well as their rights and responsibilities.

As detailed in the California Family Rights Act (CFRA)-Family and Medical Leave Act (FMLA) Policy, the Company will also inform employees if leave will be designated as FMLA-protected and, to the extent possible, note the amount of leave counted against employees' leave entitlements. If employees are not eligible for FMLA leave, the Company will provide a reason for the ineligibility. Any request for leave after Pregnancy Disability Leave has ended will be treated as a request for leave under the California Family Rights Act (CFRA).]

Additionally, the Company will engage in an interactive process with employees who request a reasonable accommodation under this policy.

## **Job Restoration**

Upon returning from leave, employees will typically be restored to their original positions or to equivalent positions with equivalent pay, benefits, and other employment terms and conditions. The Company will reinstate the employee to their position unless:

- a. The employee's job has ceased to exist for legitimate business reasons;
- b. The employee is no longer able to perform the essential functions of the original position, with or without reasonable accommodation; or
- c. The employee has exceeded the length of the approved leave.

If the Company cannot reinstate the employee to their original position, the Company will offer the employee a comparable position, provided that a comparable position exists and is available, and when such an offer is required by law.

## **Failure to Return After Leave**

If an employee fails to return to work as scheduled after leave under this policy, or if an employee exceeds the leave entitlement, the employee will be subject to the Company's other applicable leave of absence, accommodation and attendance policies. This may result in termination if the employee has no other company-provided leave available to them that applies to the continued absence. Likewise, if leave under this policy ran concurrently with FMLA leave, following the conclusion of the FMLA leave, the Company's obligation to maintain the employee's group health plan benefits ends (subject to any applicable COBRA rights).

#### **4-5 Rehabilitation Leave**

Your employer is committed to providing assistance to their employees to overcome substance abuse problems. If you work for an employer who has 25 or more employees, you are eligible for reasonable accommodation if you would like to voluntarily enter and participate in an alcohol or drug rehabilitation program. This accommodation may include time off without pay or an adjusted work schedule, provided the accommodation does not impose an undue hardship on the Company. You may also use accumulated sick days, if applicable, for this purpose.

You should notify the Human Resources Department if you need such accommodation. The Company will take reasonable steps to safeguard your privacy with respect to the fact that you are enrolled in an alcohol or drug rehabilitation program.

### **Section 5 - General Standards of Conduct**

#### **5-1 Workplace Conduct**

Your employer endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including termination, in the Company's sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

1. Misconduct.
2. Obtaining employment on the basis of false or misleading information.
3. Stealing, removing or defacing Company property or a co-worker's property, and/or disclosure of confidential information.
4. Completing another employee's time records.
5. Dishonesty.
6. Violation of safety rules and policies.
7. Violation of Company Drug and Alcohol-Free Workplace Policy.
8. Fighting, threatening or disrupting the work of others or other violations of the Workplace Violence Policy.
9. Insubordination or disobedience of a lawful management directive.
10. Use of foul or inappropriate language.

11. Loitering or loafing during work time or leaving a work area without the permission of management.
12. Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences.
13. Gambling on Company property.
14. Stopping work prior to the end of any shift without management's permission.
15. Willful or careless destruction or damage to Company assets or to the equipment or possessions of another employee.
16. Wasting work materials.
17. Performing work of a personal nature during working time.
18. Violation of the Solicitation and Distribution Policy.
19. Violation of employer's Unlawful Harassment, Discrimination and Retaliation or Equal Employment Opportunity and Disability Accommodation Policies.
20. Violation of the Use of Communication and Computer Systems Policy.
21. Unsatisfactory job performance.
22. Disorderly conduct on the employer's premises and/or during working hours for any reason (including, but not limited to unprofessional behavior, including conduct that is rude, disrespectful, or otherwise disruptive to the workplace)
23. Defamatory statements or misrepresenting the Company's products, services or employees.
24. Any other violation of Company policy.
25. Showing disrespect, inappropriate behavior or conduct toward supervisors, co-workers, contractors, volunteers, interns or vendors while in the workplace.
26. Failing to observe working schedules, including rest and meal periods, working overtime without authorization or refusing to work assigned overtime, or working "off-the-clock."
27. Failing to promptly report work-related injury or illness.

Obviously, not every type of misconduct can be listed. Note that all employees are employed at-will, and your employer reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The Company will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation.

However, your employer will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate an employee at any time for any reason.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

## **5-2 Punctuality and Attendance**

You were hired to perform an important function. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, your attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on your fellow employees and your Supervisors. We expect excellent attendance from each of you.

Excessive absenteeism or tardiness will result in disciplinary action up to and including discharge. Each situation of absenteeism, tardiness, or early departure will be evaluated on a case-by-case basis. Even one unexcused absence may be considered excessive, depending upon the circumstances.

We do recognize, however, that there are times when absences and tardiness cannot be avoided. In such cases, you are expected to notify your Supervisor as early as possible. In most instances, providing at least a 2-hour notice prior to starting your shift would be the expectation, unless the need is unforeseeable. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Please call, stating the nature of your illness and its expected duration, every day that you are absent.

Unreported absences of three consecutive workdays will be considered a voluntary resignation of your employment with the Company.

Approved absences and absences protected by local, state and federal law do not count as a violation of the punctuality and attendance policy (e.g., FMLA/CFRA, pregnancy disability, absences as a disability accommodation, etc.). Paid sick time and safe time protected under California law also does not count as a violation of this policy. If an employee believes that an absence, tardiness, or early departure should have been excused, the employee should notify their Supervisor or the Human Resources Department as soon as possible so that the matter can be investigated and any errors corrected. Employees may raise such concerns without fear of retaliation.

## **5-3 Customer Relations**

Employees are expected to be polite, courteous, prompt, and attentive to every customer. When an employee encounters an uncomfortable situation that they do not feel capable of handling, the supervisor should be called immediately.

Our customers ultimately pay all of our wages and should always come first. Remember, while the customer is not always right, the customer is never wrong. Customers are to be treated courteously

and given proper attention at all times. Never regard a customer's question or concern as an interruption or an annoyance.

You must respond to inquiries from customers, whether in person or by telephone, promptly and professionally. Never place a telephone caller on hold for an extended period. Direct incoming calls to the appropriate person and make sure the call is received. Through your conduct, show your desire to assist the customer in obtaining the help they need.

If you are unable to help a customer, find someone who can.

All correspondence and documents, whether to customers or others, must be neatly prepared and error-free. Attention to accuracy and detail in all paperwork demonstrates your commitment to those with whom we do business.

Never argue with a customer. If a problem develops or if a customer remains dissatisfied, ask your supervisor or higher-level management to intervene.

#### **5-4      Use of Communication and Computer Systems**

Your employer's information systems and technology resources, including all computers, data and telecommunications hardware and software, including those that contain email, voicemail, and text messages (collectively, the "Systems") are intended for business purposes and may be used only during working time and in accordance with applicable law. This includes the voice mail, e-mail and Internet systems. Users have NO EXPECTATION OF PRIVACY in regard to their use of the systems. The Systems are owned by the Company. All messages and other information communicated through the Systems are also the property of the Company. The Company has the right to terminate any employee's access to and use of any of the Systems at any time, with or without cause and with or without notice. The Company may also take disciplinary action in its sole discretion, including termination, for any use of the Systems that is not in accord with this policy or any other policy of the Company.

Your employer may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when the Company deems it appropriate to do so. The reasons for which the Company may obtain such access include but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during an employee's absence.

Further, your workplace employer may review Internet usage to ensure that such use with Company property, or communications sent via the Internet with Company property, are appropriate. The reasons for which the Company may review employees' use of the Internet with Company property include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during an employee's absence.

The Company may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

The Company's policies prohibiting harassment, in their entirety, apply to the use of the Company's Systems. No one may use the Systems in a manner that may be construed by others as harassing or offensive, or for any activity that is a violation of any applicable law, or for viewing, transmitting, downloading, or reproducing any pornographic, obscene, discriminatory, or otherwise illegal matter. The Systems may not be used in violation of any applicable copyright, trademark, or trade secret laws. The Systems may not be used to participate in games or online gambling, and only software legally licensed to the Company or an employee may be installed and configured on individual computer systems. The Systems may also not be used to solicit for religious or political causes or outside organizations.

Further, since the Company's Systems are intended for only business use, all employees, upon request, must inform management of any private access codes or passwords. Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited.

No employee may access, or attempt to obtain access to, another employee's computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

The following general policies apply:

- Computers and all data transmitted through the Company servers must be maintained according to the Company rules and regulations. Computers must be kept clean and employees must exercise care to prevent loss and damage. Prior authorization must be obtained before any Company property may be removed from the premises.
- Information stored in the Company computers and file servers, including without limitation is the property of the Company and may not be distributed outside the Company in any form whatsoever without the written permission of the company owner.
- Violators of any provisions of this policy, whether intentional or not, may be subject to disciplinary action, up to and including discharge.

This policy is not intended to limit the ability of employees to use Company email systems to communicate with other employees regarding the terms and conditions of their employment, including such topics as wages, job performance, workload, supervisors or staffing.

## **5-5 Camera Phones/Recording Devices**

Due to the potential for issues such as invasion of privacy, sexual harassment, and loss of productivity, the employee should refrain from operating a camera phone or other recording device while performing work for the Company that would violate the Confidential Company Information section contained in this handbook, as well as any other section in this handbook. You

also may not use any audio or video recordings in work areas that the Company has identified as secure and private unless you are engaged in a protected activity related to improving the terms and conditions of your employment, such as documenting health and safety issues. You should be aware, however, that California law requires all parties to an audio recording to consent to recording in advance.

The Company uses or may use video surveillance in public areas (not in restrooms, locker rooms or changing areas).

#### **5-6      Company Property and Inspections**

All desks, lockers, offices, workspaces, credenzas, email systems, telephone systems, office, systems, computer systems, Company vehicles and other areas or items belonging to the Company are open to the Company and its employees. **EMPLOYEES HAVE NO EXPECTATION OF PRIVACY IN ANY OF THESE AREAS.** Personal items and messages or information that an employee considers private should not be placed or kept in any of these areas. The Company reserves its right to inspect any of its property at any time. Employees are expected to cooperate in the conduct of any such inspection.

#### **5-7      Smoking**

The Company is committed to providing a safe and healthy work environment for all employees. Therefore, smoking is strictly prohibited on Company premises and in all vehicles leased or owned by the Company. Smoking is permitted only in outdoor areas designated by the Company, which will not be within the distance designated by state law from all workplace entrances, exits, and operable windows. This policy prohibits the use of all tobacco products, including cigarettes, cigars, chewing tobacco, and electronic smoking devices, such as electronic cigarettes, cigars, pipes, hookahs or vapes, whether or not such devices contain "tobacco," that create an aerosol or vapor. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

#### **5-8      Personal Devices and Visitors**

Disruptions during working time can lead to errors and delays. Therefore, we ask that personal telephone calls and personal cell phone usage be kept to a minimum, and only be made or received after working time, or during lunch or break time. In the event of a disaster condition or extreme peril, an employee may access their mobile device for seeking emergency assistance, assessing the safety of the situation or communicating with a person to verify their safety.

For safety and security reasons, employees are prohibited from having personal guests visit or accompany them anywhere in our facilities other than the reception areas.

Employees are not permitted to utilize personal cellular or other personal electronic devices to perform business on behalf of the Company. Nor are employees required to use personal cellular or other personal electronic devices to access Company web-based programs, apps, or content. The Company provides alternatives to access the same data and/or functions on company computers,

electronic devices or paper documents. If an employee believes one of the alternatives has not been made available to them, contact your supervisor so that one of these options can be made available.

Limited exceptions may apply if an employee is given required permission from the supervisor and is reimbursed for business-related use.

Employees are also prohibited from storing any Company Confidential Information on such devices. Utilization of personal cellular or personal electronic devices to store the Company's Confidential Information constitutes unauthorized use, disclosure, and taking of the Company's Confidential Information and will result in discipline, up to and including termination of employment and, consistent with the Company's policy on Confidential Information, possible legal action.

### **5-9      Solicitation and Distribution**

To avoid distractions, solicitation by an employee of another employee is prohibited while employee is on working time. "Working time" is the time an employee is engaged, or should be engaged, in performing their work tasks. Solicitation of any kind by non-employees on Company premises is prohibited at all times.

No employee shall solicit or promote support for any cause or organization during their working time or during the working time of the employee or employee to whom such activity is directed. No employee shall distribute or circulate any written or printed material in work areas at any time, or during their working time, or during the working time of the employee or employees at whom such activity is directed. Any employee who is in doubt concerning the application of these rules should consult with their supervisor.

### **5-10    Conflict of Interest and Business Ethics**

It is your employer's policy that all employees avoid any actual or potential conflict between their personal interests and those of the Company. The purpose of this policy is to ensure that the Company's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of the Company.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

1. Holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with the Company, by any employee who is in a position to directly or indirectly influence either the Company's decision to do business, or the terms upon which business would be done with such organization.
2. Holding any interest in an organization that competes with the Company.

3. Being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with the Company or which competes with the Company.
4. Profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with the Company.

A conflict of interest would also exist when a member of an employee's immediate family is involved in situations such as those above.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value.

It is your responsibility to report any actual or potential conflict that may exist between you (and your immediate family) and the Company.

## **5-11 Outside Employment**

Employees are expected to fully dedicate their working hours to the Company and refrain from engaging in any work for other businesses, organizations or personal matters during this time. Outside employment or freelance work is not permitted during working hours. Any side work or business endeavors must be conducted outside of work hours and must not interfere with the employee's primary job duties. Further, employees are not permitted to use any Company property or equipment (such as office supplies or computers) for any outside work or business. Additionally, employees must seek approval from management if there is a potential conflict of interest. Failure to comply with this policy may result in disciplinary action, up to and including termination.

## **5-12 Confidential Company Information**

All employees of the Company are entrusted with sensitive information vital to the success, security, and integrity of the Company. This information includes, but is not limited to, business strategies, client data, grant application data, financial information, operational processes, marketing plans, trade secrets, internal communications, and any other proprietary or confidential materials ("Confidential Information"). Confidential Information may also be obtained from Company's clients. Employees are required to maintain the confidentiality of all such information both during and after their employment with the Company.

Confidential Information should only be disclosed to authorized individuals within the Company who have a legitimate business need to access it. Any unauthorized disclosure of confidential information to third parties, whether intentional or accidental, is strictly prohibited and may result in disciplinary action, up to and including termination. Additionally, such breaches may expose the employee and the company to legal consequences. Employees may be required to sign a Confidentiality Agreement reiterating these obligations.

Employees understand that they are not permitted to directly or indirectly solicit business as to products or services competitive with those of the Company using the Company's trade secrets.

Employees must take all necessary precautions to safeguard Confidential Information, including securing documents, limiting access to electronic data, and refraining from discussing sensitive matters in public or unsecured environments. If an employee becomes aware of any breach or potential breach of confidentiality, they should immediately notify the Human Resources Department.

If an employee questions whether certain information is considered confidential or a trade secret, they should first check with their immediate supervisor. Each employee is responsible for safeguarding the confidential information and trade secrets obtained during employment.

Nothing in this policy is intended to conflict with 18 U.S.C. sec. 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. sec. 1833(b), nor will this policy be interpreted to limit an employee's right to lawfully compete with the Company following termination of employment (i.e., provided the employee does not utilize the Company's trade secrets or otherwise engage in acts of unfair competition).

By signing the employee handbook acknowledgment form, employees agree to adhere to this policy and affirm their understanding that violations may lead to serious consequences for both the employee and the Company. Employees' obligations to protect Confidential Information and trade secrets survives termination of employment.

### **5-13 The Company's Notice to Applicant/Employees Regarding Collection of Personal Information**

The Company collects certain types of personal information from you, the job applicant/employee, as part of the employment relationship and/or hiring process. Under the California Consumer Privacy Act ("CCPA"), the California Privacy Rights Act of 2020 ("CPRA"), and other California privacy laws, any terms defined in the CCPA/CPRA (collectively, the "Act") have the same meaning when used in this notice. The Company hereby provides you notice of the categories of personal information it has collected or will collect about its job applicants/employees as part of the employment relationship and/or hiring process, and the purposes for which it collects such information. This information is used for internal purposes only. The Company does not sell your personal information.

The Act provides applicants and employees with certain rights, which may include:

- Knowledge of information collected;
- Deletion of information collected;
- Opt-out of information collected;
- Opt-in of information collected;
- Correction of information collected; and
- Not to be discriminated or retaliated against for exercising rights under the law.

**Where We Obtain Information About You.** The Company may collect information about you from the following sources: (1) you; (2) prior employers, references, recruiters, job-related social media platforms; (3) third-party companies, such as background check companies, drug testing facilities; and (4) claim administrators and investigators. Depending on the Company's interactions with you, we may or may not collect all of the information identified about you.

**The Personal Information That We Collect.** The following are the categories of personal information that the Company may collect about its employees/job applicants. The Company collects this information to facilitate the hiring and employment process, including verifying your identity, supporting human resources procedures, and ensuring internal security. Not every category will apply to every job applicant/employee. Some such information may be considered "sensitive personal information" under the Act.

- Identifiers, including real name, social security number, driver's license number, and contact information;
- Educational and employment background and professional credentials;
- Biometric information;
- Medical records;
- Demographic data;
- Data regarding responses to employment application screening questions and/or assessments;
- Military or Veteran status (this is collected on a voluntary basis); and
- Geolocation data

**How Your Personal Information is Used.** The Company may use Personal Information for various business purposes and as permitted by California and federal law:

- For hiring, retention, and employment purposes;
- To operate, manage, and maintain the Company's business;
- To otherwise accomplish the Company's business purposes and objectives, which may include for:
  - Conducting research, analytics, and data analysis;
  - Maintaining our facilities and infrastructure;
  - Quality and safety assurance measures;
  - Conducting risk and security controls and monitoring;
  - Protecting confidential and trade secret information;
  - Detecting and preventing fraud;
  - Performing identity verification;
  - Performing accounting, audit, and other internal functions, such as internal investigations;
  - Complying with the law, legal process, and internal policies;
  - Maintaining records and claims processing;
  - Responding to legal requests for information and subpoenas; and
  - Exercising and defending legal claims.
- Any other purposes authorized by the Acts, California or Federal law.

The above are examples of potential uses— The Company may or may not have used Personal and Sensitive Personal Information about you for each of the above purposes.

**Selling of Personal Information.** The Company does not sell your Personal Information.

**Data Retention Periods.** The Company retains Personal Information about you for 2 years, unless a shorter or longer period is required by California or federal law.

### **Changes to Notice of Collection**

The Company reserves the right to amend this Notice of Collection at any time. When the Company makes any changes to this Notice of Collection, it will be updated.

### **Changes to Notice of Collection**

The Company reserves the right to amend this Notice of Collection at any time. When the Company makes any changes to this Notice of Collection, it will be noted in the annual release of the Employee Handbook.

### **Contact Information**

If you have any questions about the Company's Job Applicant/Employee Notice of Collection or any related topic, please feel free to contact your HR Representative at 530-223-4674.

## **5-14 Reporting Violations**

The Company is committed to complying with all applicable laws, rules, and regulations. The Company's goal is to monitor the workplace in order to prevent violations of law from occurring and to correct any violations that have already occurred. The Company believes that its employees are the best source of information and has established this policy to encourage employees to feel comfortable making good faith disclosures of alleged wrongful conduct without fear of retaliation.

If an employee believes that an employee or the Company has engaged in any action that violates any law, rule, or regulation applicable to the Company, the employee should immediately report such information to their immediate supervisor, the Human Resources Department, or any other supervisor with whom the employee feels comfortable. Supervisors must refer all complaints to the Human Resources Department for investigation. The complaint and investigation will be kept confidential to the extent possible. The Company will not retaliate against an employee for reporting alleged wrongful conduct or for participating in any investigation.

## **5-15 Blogging/Social Media**

Your work-site employer respects the rights of any employee to maintain a blog or participate in other social networking activities. Blogging or other forms of social media or technology include but are not limited to video or wiki postings, sites such as Facebook, Twitter, Snapchat, LinkedIn, chat rooms, personal blogs or other similar forms of online journals, diaries or personal newsletters not affiliated with the Company. In order to protect the Company's interests and ensure employees focus on their job duties, employees must adhere to the following rules:

1. Employees may not post on a blog or participate in other social networking activities during work time or with Company equipment or property.
2. All rules regarding confidential information apply in full to blogs and social networking activities. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog or via other social networking.
3. If employees mention their Company in a blog and also expresses a political opinion or an opinion regarding the Company's actions, the post must specifically note that the opinion expressed is their personal opinion and not the Company's position. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the Company." This is necessary to preserve the Company's good will in the marketplace.
4. An employee may never represent himself/herself as a spokesperson for the Company and make it clear that your views do not represent those of the Company.
5. Any conduct which under the law is impermissible if expressed in any other form or forum is impermissible if expressed through a blog or social media.
6. If you are authorized, in writing, by your supervisor you can use these Company social media tools to perform your job duties. Authorized individuals using the Company social media tools shall identify themselves honestly, accurately and completely and comply with all Company policies in using this media. Your authorization is limited to business purposes and personal use of these Company social media tools or programs is prohibited and can result in discipline up to and including termination. All policies relating to monitoring usage of Company property apply.

Further, the Company encourages all employees to contemplate the speed and manner in which information posted via social media can be relayed and often misunderstood by readers. Thus, subject to the limited restrictions above, while an employee's free time is generally not subject to any restrictions by the Company, the Company encourages employees to think carefully before they post on social media. Ultimately, each employee is responsible for what they post or shares through social media. Prior to posting or sharing information, be aware that any of your conduct that adversely affects your job performance, performance of coworkers, or otherwise adversely affects clients, vendors, or the legitimate business interests of the Company may result in disciplinary action, up to and including termination of employment.

Employees should always strive to be fair and courteous to coworkers, clients, vendors, and managers. Conflicts and employment-related complaints are more likely to be resolved when speaking directly with your coworkers or supervisor rather than posting complaints to a social media outlet. If you decide to post, avoid communication that could reasonably be viewed as malicious, obscene, threatening or intimidating, that disparage clients, vendors or that might constitute harassment or bullying (e.g., offensive posts meant to intentionally harm someone's reputation or could contribute to a hostile work environment on the basis of race, sex, disability,

religion or other status protected by law). Make sure you are always honest and accurate when posting or correct an error immediately. Maintain the confidentiality of trade secrets and private or confidential information. Do not post internal reports, financial information, policies, processes, etc. In addition, employees are not to create links from individual or other social media networking sites without prior approval from your supervisor.

Employees may be approached for interviews or comments by the news media. Only contact people designated by the owner may comment to news reports regarding company policy or events relevant to the company. This policy does not limit your right to discuss the terms and conditions of their employment, or to try to improve these conditions.

#### **5-16 Off-Duty Conduct**

While the Company does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the Company's legitimate business interests.

Off-duty conduct by an employee that directly conflicts with the Company's essential business interests and disrupts business operations will not be tolerated.

#### **5-17 Political Activity**

Many employees participate in political activities on their own time. Company time, facilities, property or equipment (including all computers, networks, and electronic equipment) must not be used for your outside political activities. The Company will not reimburse any employee for political contributions, and you should not attempt to receive or facilitate such reimbursements.

Absent a formal statement by the Company announcing any political endorsements, you must not, through your own actions, speech, contributions, or written communication, mislead others to believe that the Company officially endorses or opposes any candidates for political office that the Company itself has not publicly announced. Company employees are entitled to their own personal position.

The Company will not discriminate against employees based on their lawful political activity engaged in outside of work.

#### **5-18 Use of Facilities, Equipment and Property, Including Intellectual Property**

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using Company property or equipment, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Please notify your Supervisor if any equipment, machines, or tools appear to be damaged, defective, or in need of repair. Prompt reporting of loss, damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The

Supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment used on the job.

Employees also are prohibited from any unauthorized use of the Company's property and facilities, such as audio and video tapes, copy machines, printers, print materials and software. This includes postage metering machines and/or stamps purchased by the Company.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment or Company facilities can result in discipline, up to and including discharge.

Further, the Company is not responsible for any damage to employees' personal belongings unless the employee's Supervisor provided advance approval for the employee to bring the personal property to work.

## **5-19 Health and Safety**

The Company has adopted an Injury and Illness Prevention Program and a COVID-19 Prevention Program which is available for review by employees. For more information about this program, contact your supervisor or Human Resources Department.

### **Heat Illness**

The Company is concerned with employee health and safety. Employees who work outside may be exposed to extreme temperatures or adverse working conditions, particularly in the summer months. All supervisors are trained in the recognition and prevention of heat illness.

Employees who work outside are encouraged to frequently drink water. Employees who work outside are also allowed and encouraged to take a cool-down rest in the shade of at least five minutes (in addition to the time needed to access the shade) when needed to protect themselves from overheating. These preventative cool-down rests are paid time.

Please refer to the Company's Injury Illness and Prevention Program or talk to your supervisor for details on how to ensure you are protected from heat illness dangers.

The health and safety of employees and others on Company property are of critical concern to your employer. The Company intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the Company's premises, or in a product, facility, piece of equipment, process or business practice for which the Company is responsible should be brought to the attention of management immediately.

Periodically, the Company may issue rules and guidelines governing workplace safety and health. The Company may also issue rules and guidelines regarding the handling and disposal of

hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the employee's Supervisor as soon as possible, regardless of the severity of the injury or accident.

## **5-20 Hiring Relatives/Employee Relationships**

A familial relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, your employer may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases, such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment, at the discretion of the Company. Accordingly, all parties to any type of intimate personal relationship must inform management.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. The Company generally will attempt to identify other available positions, but if no alternate position is available, the Company retains the right to decide which employee will remain with the Company.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

## **5-21 Employee Dress and Personal Appearance**

You are expected to report to work well groomed, clean, and dressed according to the requirements of your position. Some employees may be required to wear uniforms or safety equipment/clothing. Please see your Summary Sheet or contact your Supervisor for specific information regarding acceptable attire for your position. Avoid clothing that can create a safety hazard. At any time should management decide that an article of clothing an employee is wearing does not meet dress code standards, the employee will not be allowed to work, must clock out and return to work in acceptable attire. If you are asked to leave, you will not be paid for the time you are away from work. Exempt employees who are asked to leave will be required to use available vacation or PTO to cover the time away from work. The dress code policy will not be enforced in a manner that discriminates against anyone based on a protected class, such as race, sex, gender identity or gender expression, religion, national origin or any other class protected by federal, state or local law. For more information, see the Unlawful Harassment, Discrimination and Retaliation policy. Employees who need a reasonable accommodation because of religious beliefs, observances or practices should contact a company representative with day-to-day personnel responsibility and discuss the need for accommodation.

## **5-22 Operation of Vehicles/Cellular Phones**

All employees authorized to drive Company-owned or leased vehicles or personal vehicles in conducting business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately.

A valid driver's license must be in your possession while operating a vehicle off or on Company property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

Company-owned or leased vehicles may be used only as authorized by management.

### **Cellular Phone Usage When Driving**

Employees with cell phones must refrain from using their phones while driving. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employee is driving, the employee must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly. Writing, sending, or reading text-based communication – including text messaging, instant messaging, and e-mail – on a wireless device or cell phone while driving is also prohibited under this policy. This policy is also applicable when using all other communication and electronic devices. Violating this policy is a violation of company policy. Failure to adhere could result in disciplinary measures up to and including termination.

Employees who do not drive Company cars but use a cell phone for business use also must abide by the above regulations. Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a cell phone while driving, employees who are charged with traffic violations resulting from the use of their phones while driving will be solely responsible for all liabilities that result from such actions.

## **5-23 References**

Your employer will respond to reference requests through the Human Resources Department. The Company will provide general information concerning the employee such as date of hire, date of termination, and positions held. Requests for reference information must be in writing. Please refer all requests for references to the Human Resources Department.

## **5-24 If You Must Leave Us**

Should you decide to leave the Company, we ask that you provide your Supervisor with at least two (2) weeks advance notice of your departure. Your thoughtfulness will be appreciated.

All Company property including, but not limited to, keys, security cards, parking passes, laptop computers, fax machines, uniforms, etc. must be returned at separation. Employees also must

return all of the Company's confidential Information upon separation. Employees will be expected to keep company trade secrets confidential.

As noted previously, all employees are employed at-will and nothing in this handbook changes that status.

#### **5-25 Final Paychecks**

On termination of employment, employees will be paid all earned wages. Employees will generally be provided with their final paycheck on the last day of employment. However, if an employee provides the Company with fewer than seventy-two (72) hours' notice of their resignation, the Company will provide their final paycheck within seventy-two (72) hours of the employee's last day of employment. If an employee has any questions or concerns about their final paycheck or if they believe they were not properly paid all wages due on termination, they should contact the Human Resources Department so that the matter may be investigated.

#### **5-26 Exit Interview**

Employees who resign are requested to participate in an exit interview with the Human Resources Department, if possible.

## **Employee Acknowledgement Form**

The Employee Policies Handbook describes important information about many employment questions I may have. I understand that I should consult the Human Resources Department if I have any questions that are not answered in the Employee Policies Handbook.

I became an employee voluntarily. I understand and acknowledge that there is no specified length to my employment and that my employment is at will. I understand and acknowledge that "at will" means that I may terminate my employment at any time, with or without cause or advance notice. I also understand and acknowledge that "at will" means that my employment may be terminated at any time, with or without cause or advance notice, as long as Federal or State laws are not violated.

I understand and acknowledge that there may be changes to the information, policies, and benefits in the Employee Policies Handbook. The only exception is that the employment-at-will policy will not be changed or cancelled. I understand that new policies may be added to the Employee Policies Handbook as well as existing policies that may be changed, revised or cancelled. I understand that I will be told about any Employee Policies Handbook changes.

The company reserves the right to change my hours, wages, and working conditions at any time.

I understand and acknowledge that this Employee Policies Handbook is not a contract of employment. I have read/received the Employee Policies Handbook and I understand that it is my responsibility to follow the policies contained in this Employee Policies Handbook and any changes made to it.

I have received and read the Company's Unlawful Harassment, Discrimination, and Retaliation policy.

I have received a Summary Sheet that explains the benefits offered to me by my work site employer. I have read and understood this Summary Sheet.

I have received and understand all my California required employee pamphlets.

I understand that failure to comply with the policies and procedures in this Employee Policies Handbook may lead to disciplinary action, up to and including termination of employment.

**Please sign and date this acknowledgement form and return to your Human Resources Department.**

Employee Name: \_\_\_\_\_

Position: \_\_\_\_\_

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

Date: \_\_\_\_\_