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Member Manual

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Section 1

Introduction

Welcome to Science & Design! We're a 501c3 (application in progress) tech cooperative that aims to make the world better through research, design, engineering, media, and strategy. We're committed to our community and to fair and equitable business practices.

1.2 Member Manual

This Member Manual ("Manual") is designed to summarize certain personnel policies and benefits of Science & Design (the "Organization"), of 1025 Alameda de las Pulgas Suite 708, Belmont, California 94002, and to acquaint members with many of the rules concerning membership with the Organization. This Manual applies to all members, and compliance with the Organization's policies is a condition of membership. This Manual supersedes all previous membership policies, written and oral, express and implied. The Organization reserves the right to modify, rescind, delete, or add to the provisions of this Manual from time to time in its sole and absolute discretion. This Member Manual is not a binding contract between the Organization and its members, nor is it intended to alter the at-will membership relationship between the Organization and its members. The Organization reserves the right to interpret the policies in this Handbook and to deviate from them when, in its discretion, it determines it is appropriate.

1.3 Changes in Policy

Since our business is constantly changing, the Organization expressly 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 membership as described below. No oral statements or representations can in any way alter the provisions of this Manual. Nothing in this member handbook or in any other document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued membership for any member. Any changes to your at-will membership status, described below, must be in writing and must be signed by the Organization. If you are uncertain about any policy or procedure, please check with your manager or Human Resources.

1.4 Membership-At-Will

Membership with the Organization is on an at-will basis, unless otherwise specified in a written membership agreement. You are free to resign at any time, for any reason, with or without notice. Similarly, the Organization is free to conclude the membership relationship at any time for any lawful reason, with or without cause, and with or without notice.

Nothing in this Manual will limit the right of either party to terminate an at-will membership. No section of this Manual is meant to be construed, nor should be construed, as establishing anything other than an membership-at-will relationship. This Manual does not limit management's discretion to make personnel decisions such as reassignment, change of wages and benefits, demotion, etc. No person other than the CEO, President, or CFO has the authority to enter into an agreement for membership for any specified period of time or to make an agreement for membership other than at-will terms. Only the CEO, President, or CFO of the Organization has the authority to make any such agreement, which is only binding if it is in writing and signed by the President of the Organization.

Section 2

Membership Policies

2.1 Member Classifications

The following terms are used to describe members and their membership status:

Members - Labor Standards Act ("FLSA") and California state law. In general, exempt members are those engaged in executive, managerial, high-level administrative and professional jobs who are paid a fixed salary and perform certain duties. In addition, certain commissioned sales members and highly paid computer professionals are exempt. Exempt members are not subject to the minimum wage and overtime laws. Members whose positions do not meet specific tests established by the

Nonexempt Members - FLSA and California state law. All members who are covered by the federal or state minimum wage and overtime laws are considered nonexempt. Members working in nonexempt jobs are entitled to be paid at least the minimum wage per hour and a premium for overtime. Members who are not temporary members, independent

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contractors, or Full-Time Members - independent consultants and who are regularly scheduled to work a schedule of 40 hours per workweek.

Members who are not temporary members, independent contractors, or Part-Time Members - independent consultants and who are regularly scheduled to work less than 40 hours per work week.

Members who are hired as interim replacements to temporarily Temporary Members - supplement the workforce or to assist in the completion of a specific project. Membership assignments in this category are of limited duration and the temporary member can be let go before the end of the defined period. Short term assignments generally are periods of three (3) months or less, however, such assignments may be extended. All Temporary members are at-will regardless of the anticipated duration of the assignment (see Membership-at-Will Policy). Temporary members retain that status unless and until notified in writing of a change.

These individuals are not members of the Organization and Independent Contractor or Consultant - are self-employed. An independent contractor or consultant is engaged to perform a task according to his/her own methods and is subject to control and direction only as to the results to be accomplished. Independent contractors or consultants are not entitled to benefits.

Each member will be advised of his or her status at the time of hire and any change in status. Regardless of the member's status, the member is employed at-will and the membership relationship can be terminated by the Organization or the member at any time, with or without cause and with or without notice.

2.2 Equal Membership Opportunity & Americans with Disabilities Act

It is the policy of the Organization to provide equal membership opportunities to all members and membership applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those

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characteristics, or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of membership, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination.

The Organization expects all members to support our equal membership opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment and to accommodate others in line with this policy to the fullest extent required by law. For example, the Organization will make reasonable accommodations for members' observance of religious holidays and practices unless the accommodation would cause an undue hardship on the Organization's operations. If you desire a religious accommodation, you are required to make the request in writing to your manager as far in advance as possible. You are expected to strive to find co-workers who can assist in the accommodation (e.g. trade shifts) and cooperate with the Organization in seeking and evaluating alternatives. Moreover, in compliance with the Americans with Disabilities Act (ADA), the Organization provides reasonable accommodations to qualified individuals with disabilities to the fullest extent required by law.

The Organization may require medical certification of both the disability and the need for accommodation. Keep in mind that the Organization can only seek to accommodate the known physical or mental limitations of an otherwise qualified individual. Therefore, it is your responsibility to come forward if you are in need of an accommodation. The Organization will engage in an interactive process with the member to identify possible accommodations, if any will help the applicant or member perform the job.

2.3 Confidentiality

In the course of membership with the Organization, members may have access to "Confidential Information" regarding the Organization, which may include its business strategy, future plans, financial information, contracts, suppliers, customers, personnel information or other information that the Organization considers proprietary and confidential. Maintaining the confidentiality of this information is vital to the Organization's competitive position in the industry and, ultimately, to its ability to achieve financial success and stability. Members must protect this information by safeguarding it when in use, using it only for the business of the Organization and disclosing it only when

authorized to do so and to those who have a legitimate business need to know about it. This duty of confidentiality applies whether the member is on or off the Organization's premises, and during and even after the end of the member's membership with the Organization. This duty of confidentiality also applies to communications transmitted by the Organization's electronic communications. See also Internet, Email and Computer Use policy, herein.

As a condition of membership with the Organization, all members must sign a Non-Disclosure Agreement.

2.4 Membership of Minors

The FLSA's child labor provisions, which the Organization strictly adheres to, are designed to protect the educational opportunities of youth and prohibit their membership in jobs that are detrimental to their health and safety. Generally speaking, the FLSA sets the minimum age for membership (14 years for non-agricultural jobs), restricts the hours youth under the age of 16 may work, and prohibits youth under the age of 18 from being employed in hazardous occupations. In addition, the FLSA establishes subminimum wage standards for certain members who are less than 20 years of age, full-time students, student learners, apprentices, and workers with disabilities. Employers generally must have authorization from the U.S. Department of Labor's Wage and Hour Division (WHD) in order to pay sub-minimum wage rates.

2.5 Membership of Relatives

The Organization recognizes that the membership of relatives in certain circumstances, such as when they will work in the same department, supervise or manage the other, or have access to confidential or sensitive information regarding the other, can cause problems related to supervision, safety, security or morale, or create conflicts of interest that materially and substantially disrupt the Organization's operations. When the Organization determines any of these problems will be present, it will decline to hire an individual to work in the same department as a relative. Relatives subject to this policy include: father, mother, sister, brother, current spouse or domestic partner, child (natural, foster, or adopted), current mother-in-law, current father-in-law, grandparent, or grandchild. If present members become relatives during membership, the Organization should be notified so that we may determine whether a problem involving supervision,

safety, security or morale, or a conflict of interest that would materially and substantially disrupt the Organization's operations exists. If the Organization determines that such a problem exists, the Organization will take appropriate steps to resolve the problem, which may include reassignment of one relative (if feasible) or asking for the resignation of one of the relatives.

2.6 Personnel Records and Member References

The Organization maintains a personnel file and payroll records for each member as required by law. Personnel files and payroll records are the property of the Organization and may not be removed from Organization premises without written authorization. Because personnel files and payroll records are confidential, access to the records is restricted. Generally, only those who have a legitimate reason to review information in an member's file are allowed to do so. Disclosure of personnel information to outside sources will be limited. However, the Organization will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

Members may contact a Human Resources representative to request a time to review their payroll records and/or personnel file. With reasonable advance notice, an member may review his or her own records in the Organization's offices during regular business hours and in the presence of an individual appointed by the Organization to maintain the records. You also have the right to obtain a copy of your personnel files, but you may be required to pay for any such copies. You may add your comments to any disputed item in the file. By policy, the Organization will provide only the former or present member's dates of membership and position(s) held with the Organization. Compensation information may also be verified if written authorization is provided by the member.

2.7 Privacy

The Organization is respectful of member privacy. All member demographic and personal information will be shared only as required in the normal course of business. Healthcare enrollment information is kept in a separate folder from other human resources forms. Workers' Compensation information is not considered private healthcare information; however, this information will be released only on a need-to-know basis. The Organization does not make or receive any private healthcare information through the

course of normal work. If any member voluntarily shares private healthcare information with a member of management, this information will be kept confidential. If applicable, the Organization will set up guidelines for members and management to follow to ensure that company members conform to the requirements of the Health Insurance Portability and Accountability Act (HIPAA).

2.8 Immigration Law Compliance

In compliance with the Immigration Reform and Control Act of 1986, each new member, as a condition of membership, must complete the Membership Eligibility Verification Form I-9 on the date of hire and present documentation establishing identity and membership eligibility within three business days of date of hire. Former members who are rehired must also complete an I-9 form if they have not completed an I-9 form with the Organization within the past three years, or if their previous I-9 form is no longer retained or valid. You may raise questions or complaints about immigration law compliance without fear of reprisal.

2.9 Political Neutrality

Maintenance of individual freedom and our political institutions necessitates broad scale participation by citizens concerning the selection, nomination and election of our public office holders. The Organization will not discriminate against any member because of identification with and support of any lawful political activity. Organization members are entitled to their own personal political position. The Organization will not discriminate against members based on their lawful political activity engaged in outside of work. If you are engaging in political activity, however, you should always make it clear that your actions and opinions are your own and not necessarily those of the Organization, and that you are not representing the Organization.

Section 3

Hours of Work and Payroll Practices

3.1 Pay Periods and Paydays

Members are paid on a bi-monthly basis. All members will be paid on the 1st and 15th of

the month. All members are paid by check or direct deposit on the above-mentioned payday. If the regular payday falls on a weekend or Organization holiday, members will be paid on the last business day before the holiday and/or weekend.

3.2 Overtime

Nonexempt members will be paid in accordance with federal and California state law. In California, with some exceptions, the standard work week for members should not exceed 8 hours per day or 40 hours per week. Should the Organization find it necessary to employ an member in excess of these standards, overtime hours shall be compensated at the rate of one and one-half times the member's regular rate of pay for all hours worked in excess of eight hours up to and including 12 hours in any workday, and for the first eight hours worked on the seventh consecutive day of work in a workweek; and double the member's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight on the seventh consecutive day of work in a workweek. All overtime work by non-exempt members must be authorized in advance by their manager. Only hours actually worked will be used to calculate overtime pay.

3.3 Rest and Meal Periods

All rest and meal periods will be in accordance with California state law. Nonexempt members will be provided a 10-minute rest break for every four hour period of work. This time is counted and paid as time worked. Members scheduled to work more than a five hour period will be provided a 30-minute unpaid meal period. Non-exempt members who work six hours may waive their meal break. Non-exempt members working more than ten hours are entitled to a second meal period, except that if the time worked does not exceed twelve hours, the second meal period may be waived by mutual consent between the member and his/her manager. Reasonable break time will be provided to breast-feed an infant or to express breast milk. Time is counted as paid if taken concurrent with other break time, otherwise, time is counted as unpaid.

3.4 Time Cards

Nonexempt members are required to keep an accurate and complete record of their attendance and hours worked. Time cards are official business records and may not be altered without the member's supervisor's approval and may not be falsified in any way.

3.5 Payroll Deductions

Various payroll deductions are made each payday to comply with federal and state laws pertaining to taxes and insurance. Deductions will be made for the following: Federal and State Income Tax Withholding, Social Security, Medicare, State Disability Insurance & Family Temporary Disability Insurance, and other items designated by you or required by law (including a valid court order). You can adjust your federal and state income tax withholding by completing the proper federal or state form and submitting it to Accounting or Human Resources. At the start of each calendar year, you will be supplied with your Wage and Tax Statement (W-2) form for the prior year. This statement summarizes your income and deductions for the year.

3.6 Wage Garnishment

A garnishment is a court order requiring an employer to remit part of an member's wages to a third party to satisfy a just debt. Once the Organization receives the legal papers ordering a garnishment, we are required by law to continue making deductions from your check until we have withheld the full amount or until we receive legal papers from the court to stop the garnishment. Even if you have already paid the debt, we still need the legal papers to stop the garnishment.

3.7 Direct Deposit

All members are encouraged, but not required, to use direct deposit and have their paychecks deposited into a bank account of an accredited participating bank or credit union.

3.8 California Fair Pay Act

No employer shall pay any individual in the employer's employ at wage rates less than the rates paid to members of the opposite sex in the same establishment for equal work on jobs the performance of which requires equal skill, effort, and responsibility, and which are performed under similar working conditions, except where the payment is made pursuant to a seniority system, a merit system, a system which measures earnings by quantity or quality of production, or a differential based on any bona fide factor other than sex. In addition, it is unlawful to pay members less than members of another race or ethnicity for "substantially similar work" and prior salary shall not, by itself, justify any

disparity in compensation.

Section 4

Standards of Conduct and Member Performance

4.1 Anti- Harassment and Discrimination

Diversity & Inclusion Policy

The Organization is dedicated to creating and maintaining an atmosphere of diversity and inclusion for all. Organization values are important, and are only made better by gathering the experiences, knowledge, and perspectives of people from all walks of life. We celebrate differences in age, race, ethnicity, national origin, religion, physical and mental ability, sexual orientation, gender identity or expression, family and marital status, and all the various backgrounds that help shape us all. The Organization's commitment to diversity applies to hiring practices, promotions, pay and benefits, terminations, training, teambuilding, and more. Prospective members and current members alike are expected to treat each other, and be treated, with respect and dignity. We seek to foster an environment that promotes:

- A healthy, collaborative, and courteous atmosphere.
- Engagement from all members that allows for more varied insights.
- Adjustability, where appropriate, to allow for an individual's personal needs.
- Initiatives from the Organization and the members that encourage growth in the community.

The Organization is committed to providing a work environment free of sexual or any form of unlawful harassment or discrimination. Harassment or unlawful discrimination against individuals on the basis of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity or expression, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by local, state or federal laws is illegal and prohibited by Organization policy. Such conduct by or towards any member, contract worker, customer, vendor or anyone else who does business with the Organization will not be tolerated. Any member or contract worker who

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violates this policy will be subject to disciplinary action, up to and including termination of his or her membership or engagement. To the extent a customer, vendor or other person with whom the Organization does business engages in unlawful harassment or discrimination, the Organization will take appropriate corrective action.

Names/ Pronouns:

Members have the right to be addressed by the name and pronoun that correspond to the member's gender identity, upon request. A court-ordered name or gender change is not required. The intentional or persistent refusal to respect an member's gender identity (for example, intentionally referring to the member by a name or pronoun that does not correspond to the member's gender identity) can constitute harassment and is a violation of this policy. If you are unsure what pronoun a transitioning coworker might prefer, you can politely ask your coworker how they would like to be addressed.

Prohibited Conduct:

Prohibited harassment or discrimination includes any verbal, physical or visual conduct based on sex, race, age, national origin, disability or any other legally protected basis if:

- a. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's membership or engagement;
- b. submission to or rejection of such conduct by an individual is used as a basis for decisions concerning that individual's membership or engagement; or
- c. it creates a hostile or offensive work environment.

Prohibited harassment includes (but is not limited to) unwelcome sexual advances, requests for sexual favors and lewd, vulgar or obscene remarks, jokes, posters or cartoons, and any unwelcome touching, pinching or other physical contact. Other forms of unlawful harassment or discrimination may include racial epithets, slurs and derogatory remarks, stereotypes, jokes, posters or cartoons based on race, national origin, age, disability, marital status or other legally protected categories. Prohibited harassment might also be transmitted using the Organization's electronic communications system, or through other on-line conduct.

Complaint Procedure:

Members or contract workers who feel that they have been harassed or discriminated

against, or who witness any harassment or discrimination by an member, contract worker, customer, vendor or anyone else who does business with the Organization, should immediately report such conduct to their supervisor or any other member of management.

Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the situation. No member, contract worker, customer, vendor or other person who does business with this organization is exempt from the prohibitions in this policy. In response to every complaint, the Organization will conduct an investigation which may involve interviewing witnesses if warranted and, if improper conduct is found, take appropriate corrective action. To the extent that an member or contract worker is not satisfied with the Organization's handling of a harassment or discrimination complaint, he or she may also contact the appropriate state or federal enforcement agency for legal relief.

4.2 Attendance

Punctuality and regular attendance are essential to the successful operation of the Organization's business. If an member is unable to report to work (or to report to work on time) for any reason, the member must notify his or her supervisor before his or her starting time. If an member desires to leave work for any reason during the workday, the member must obtain the approval of his or her supervisor prior to leaving. Excessive absenteeism or tardiness may subject the member to disciplinary action, up to and including termination.

4.3 Discipline and Standards of Conduct

As an at-will employer, the Organization may impose discipline whenever it determines it is necessary or appropriate. Discipline may take various forms, including verbal counseling, written warnings, suspension, demotion, transfer, reassignment or termination. The discipline imposed will depend on the circumstances of each case; therefore, discipline will not necessarily be imposed in any particular sequence. Moreover, at any time the Organization determines it is appropriate, an member may be terminated immediately. Every organization must have certain standards of conduct to guide the behavior of members. Although there is no possible way to identify every rule of conduct, the following is an illustrative list (not intended to be comprehensive or to limit the

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Organization's right to impose discipline for any other conduct it deems inappropriate). Keep in mind that these standards of conduct apply to all members whenever they are on Organization property and/or conducting Organization business (on or off Organization property). Engaging in any conduct the Organization deems inappropriate may result in disciplinary action, up to and including termination.

- a. Dishonesty;
- b. Falsification of Organization records;
- c. Unauthorized use or possession of property that belongs to the Organization, a coworker, or of the public;
- d. Possession or control of illegal drugs, weapons, explosives, or other dangerous or unauthorized materials;
- e. Fighting, engaging in threats of violence or violence, use of vulgar or abusive language, horseplay, practical jokes or other disorderly conduct that may endanger others or damage property;
- f. Insubordination, failure to perform assigned duties or failure to comply with the Organization's health, safety or other rules;
- g. Unauthorized or careless use of the Organization's materials, equipment or property;
- h. Unauthorized and/or excessive absenteeism or tardiness;
- i. Lack of teamwork, poor communication, unsatisfactory performance, unprofessional conduct, or conduct improper for the workplace;
- j. Sexual or other illegal harassment or discrimination;
- k. Unauthorized use or disclosure of the Organization's confidential information;
- l. Violation of any Organization policy.

4.4 Dress Code

What we wear to work is a reflection of the pride we have in our Organization, in what we

do, and in ourselves. Although dress code requirements will vary according to job responsibilities, we ask that your appearance at all times show discretion, good taste, and appropriateness for the safe performance of your job.

4.5 Pets in the Workplace

Animals that are considered registered service animals or emotional support animals will be permitted in the workplace. Please inform a supervisor if you intend to bring an animal to the workplace.

4.6 Safety

The Organization is committed to providing a safe workplace. Accordingly, the Organization emphasizes "safety first." It is the member's responsibility to take steps to promote safety in the workplace and work in a safe manner. By remaining safety conscious, members can protect themselves and their coworkers. Members are expected to promptly report all unsafe working conditions, accidents and injuries, regardless of how minor so that any potential hazards can be corrected.

4.7 Substance and Abuse

The Organization is committed to providing its members with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol and the unlawful use of drugs in the workplace. Consequently, no member may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on the Organization's premises or while using the Organization vehicles or equipment, or at any location during work time. No member may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that members may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Organization social or business event. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug.

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

Any member who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs.

Any member who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, members may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered.

4.8 Workplace Searches

All offices, desks, file drawers, cabinets, lockers, Organization vehicles, and other Organization equipment (including but not limited to computers, e-mail and voice mail) and facilities or any area on Organization premises are the property of the Organization ("Organization Property"), and are intended for business use. Members should have no expectation of privacy with respect to Organization property and/or items stored within Organization Property or on Organization premises. Inspection may be conducted at any time, without notice, at the discretion of the Organization. In addition, when the Organization deems appropriate, members may be required to submit to searches of their personal vehicles, parcels, purses, handbags, backpacks, brief cases, lunch boxes or any other possessions or articles brought on to the Organization's premises. Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. All members must cooperate in an inspection; failure to do so is insubordination and will result in disciplinary action, up to and including termination.

4.9 Internet, Email and Computer Use Policy

The Organization uses various forms of electronic communication including, but not limited to: computers, email, telephones, voicemail, instant message, text message, Internet, cell phones and smart phones (hereafter referred to as "electronic communications"). The electronic communications, including all software, databases, hardware, and digital files, remain the sole property of the Organization and are to be used only for Organization business and not for personal use.

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The following rules apply to all forms of electronic communications and media that are:

1. accessed on or from Organization premises;
2. accessed using the Organization computer or telecommunications equipment, or via Organization-paid access methods; and/or
3. used in a manner which identifies the Organization. The following list is not exhaustive and the Organization may implement additional rules from time to time.
 - a. Electronic communication and media may not be used in any manner that would be discriminatory, harassing, or obscene, or for any other purpose that is illegal, against Organization policy, or not in the best interest of the Organization. Members who misuse electronic communications and engage in defamation, copyright or trademark infringement, misappropriation of trade secrets, discrimination, harassment, or related actions will be subject to discipline, up to and including termination. Members may not install personal software on Organization computer systems.
 - b. Member's own electronic media may only be used during breaks. All other company policies, including the Organization's no tolerance for discrimination, harassment, or retaliation in the workplace apply.
 - c. All electronic information created by any member on Organization premises or transmitted to Organization property using any means of electronic communication is the property of the Organization and remains the property of the Organization. You should not assume that any electronic communications are private or confidential and should transmit personal sensitive information in other ways. Personal passwords may be used for purposes of security, but the use of a personal password does not affect the Organization's ownership of the electronic information. The Organization will override all personal passwords if necessary for any reason.
 - d. The Organization reserves the right to access and review electronic files, messages, internet use, blogs, "tweets", instant messages, text messages, email, voice mail, and other digital archives, and to monitor the use of electronic communications as necessary to ensure that no misuse or violation of Organization

policy or any law occurs. All such information may be used and/or disclosed to others, in accordance with business needs and the law. The Organization reserves the right to keep a record of all passwords and codes used and/or may be able to override any such password system

- e. e. Members are not permitted to access the electronic communications of other members or third parties unless directed to do so by Organization management. No member may install or use anonymous e-mail transmission programs or encryption of e-mail communications.
- f. Members who use devices on which information may be received and/or stored, including but not limited to cell phones, cordless phones, portable computers, fax machines, and voice mail communications are required to use these methods in strict compliance with the Confidentiality section of this Manual. These communications tools should not be used for communicating confidential or sensitive information or any trade secrets.
- g. Access to the Internet, websites, and other types of Organization-paid computer access are to be used for Organization-related business only. Any information about Science & Design, its products or services, or other types of information that will appear in the electronic media about the Organization must be approved before the information is placed on any electronic information resource that is accessible to others.

4.10 Social Media Policy

Science & Design is committed to utilizing social media to enhance its profile and reputation, to listen and respond to customer opinions and feedback, and to drive revenue, loyalty and advocacy. We encourage members to support our activities through their personal social networking channels while adhering to the guidelines outlined in this section. For the purpose of this section, social media and networking refers to the use of web-based and mobile applications for social interaction and the exchange of user-generated content. Social media channels can include, but are not limited to: Facebook, Twitter, LinkedIn, YouTube, blogs, review sites, forums, online communities and any similar online platforms. Members are expected to conduct themselves in a professional manner and to respect the views and opinions of others. The Organization and its

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members are committed to conducting ourselves in accordance with best industry practices in social networking, to being responsible citizens and community members, to listening and responding to feedback, and to communicating in a courteous and professional manner. Behavior and content that may be deemed disrespectful, dishonest, offensive, harassing or damaging to the company's interests or reputation are not permitted. The use of social media channels on company time for personal purposes is not allowed. Any social media contacts, including "followers" or "friends," that are acquired through accounts (including but not limited to email addresses, blogs, Twitter, Facebook, YouTube, LinkedIn, or other social media networks) created on behalf of the Organization will be the property of the Organization. Members must not disclose private or confidential information about the Organization, its members, clients, suppliers or customers on social networks. Members must respect trademarks, copyrights, intellectual property and proprietary information. No third-party content should be published without prior permission from the owner. The Organization maintains the right to monitor company-related member activity in social networks. Violation of policy guidelines is grounds for discipline, up to and including termination.

4.11 Cell Phone Policy

When cell phone use interferes with the satisfactory performance of an member's duties or disturbs others, the privilege of using a personal cell phone at work may be taken away and other disciplinary action, up to and including termination, may be imposed. The Organization may provide cell phone allowances to members in certain positions in an effort to improve efficiency and effectiveness. When cell phones are used for Organization business, members must comply with all Organization policies governing conduct, including our policies prohibiting discrimination, harassment, and violence in the workplace. When using the cell phone in a public place, please remember to maintain the confidentiality of any private or confidential business information. As a courtesy to others, please shut cell phones off or place on vibrate mode during meetings.

Section 5

Member Benefits and Services

5.1 General

Aside from those benefits required by state and federal regulations, Science & Design also offers additional benefits for its members. From time to time, benefits may be added or deleted from the benefits package. The Organization reserves the right to make such changes.

This Manual does not contain the complete terms and/or conditions of any of the Organization's current benefit plans. It is intended only to provide general explanations. For information regarding member benefits and services, members should contact Treasurer.

5.2 Workers' Compensation

All states have Workers' Compensation laws whose purpose is to promote the general welfare of people by providing compensation for accidental injuries or death suffered in the course of membership. These laws are designed to provide protection to workers suffering occupational disabilities through accidents arising out of, and in the course of membership. Science & Design carries Workers' Compensation Insurance for all members and pays the entire cost of the insurance program. A member who suffers an injury or illness in connection with the job is usually eligible to receive payment through the insurance company for lost wages. In addition to disability payments, necessary hospital, medical and surgical expenses are covered under Workers' Compensation, with payments being made directly to the hospital or physician. Workers' Compensation benefits to injured workers also include assistance to help qualified injured members return to suitable membership.

5.3 Social Security Benefits (FICA)

During your membership, you and the Organization both contribute funds to the Federal government to support the Social Security Program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement

age.

5.4 Unmembership Insurance

The company pays a state and federal tax to provide members with unmembership insurance coverage in the event they become unemployed through no fault of their own or due to circumstances described by law. This insurance is administered by applicable state agencies, who determine eligibility for benefits, the amount of benefits (if any), and duration of benefits.

5.5 Additional Benefits

Distribution of profits to members, proportionate to their annual activity.

Section 6

Member Leaves of Absence and Time Off

6.1 General

While regular attendance is crucial to maintain business operations, the Organization recognizes that, for a variety of reasons, members may need time off from work. The Organization has available a number of types of leaves of absence. Some are governed by law and others are discretionary. For all planned leaves, however, members must submit a request at least 3 days in advance; in case of emergencies, members should submit the request as soon as they become aware of the need for leave. All leaves must have the approval of Organization management. If, during a leave, a member accepts another job, engages in other membership or consulting outside of the Organization, or applies for unmembership insurance benefits, the member may be considered to have voluntarily resigned from membership with the Organization. All requests for a leave of absence will be considered in light of their effect on the Organization and its work requirements, as determined by Organization management, which reserves the right to approve or deny such requests in its sole discretion, unless otherwise required by law. For disability-related leave requests, the Organization will engage in an interactive process with the member to determine if a leave is the most appropriate accommodation. The member must provide a certification from his or her health care provider to the

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Organization to support a leave for medical reasons. Failure to provide the required certification to the Organization in a timely manner will result in delay or denial of leave. If an member requires an extension of leave, the member must request such extension and have it approved before the expiration of the currently approved leave.

While the Organization will make a reasonable effort to return the member to his or her former position or a comparable position following an approved leave of absence, there is no guarantee that the member will be reinstated to his or her position, or any position, except as required by law. Members on medical disability leave for eight or more consecutive calendar days may be eligible for California State Disability Insurance (SDI) benefits. Members are responsible for applying these benefits themselves, and can obtain forms from their health care provider. SDI does not provide additional leave, job protection or reinstatement rights beyond those provided by our policies or by applicable state or federal law. You must apply separately for a medical leave of absence under our Family/Medical Leave, Pregnancy Disability or Personal Leave policies.

6.2 Healthy Workplace Healthy Family Act

Entitlement:

An member who, on or after July 1, 2015, works in California for 30 or more days within a year from the beginning of membership is entitled to paid sick leave.

Paid sick leave accrues at the rate of one hour per every 30 hours worked, paid at the member's regular wage rate. Accrual shall begin on the first day of membership or July 1, 2015, whichever is later. Accrued paid sick leave shall carry over to the following year of membership and may be capped at 48 hours or 6 days. However, subject to specified conditions, if an employer has a paid sick leave, paid leave or paid time off policy (PTO) that provides no less than 24 hours or three days of paid leave or paid time off, no accrual or carry over is required if the full amount of leave is received at the beginning of each year in accordance with the policy.

Usage:

An member may use accrued paid sick days beginning on the 90th day of membership. An member may request paid sick days in writing or verbally. An member cannot be

required to find a replacement as a condition for using paid sick days. An employer shall provide paid sick days upon the oral or written request of an member for themselves or a family member for the diagnosis, care or treatment of an existing health condition or preventive care, or specified purposes for an member who is a victim of domestic violence, sexual assault, or stalking.

An employer may limit the use of paid sick days to 24 hours or three days in each year of membership. Retaliation or discrimination against an member who requests paid sick days or uses paid sick days or both is prohibited. An member can file a complaint with the Labor Commissioner against an employer who retaliates or discriminates against the member.

For additional information you may contact your employer or the local office of the Labor Commissioner. Locate the office by looking at the list of offices on the website <http://www.dir.ca.gov/dlse/DistrictOffices.htm> using the alphabetical listing of cities, locations, and communities. Staff is available in person and by telephone.

6.3 Paid Family Leave Benefits

Members who suffer a wage loss in order to care for an ill family member or for the birth or adoption of a new child may qualify for "Paid Family Leave" benefits from the State of California. The state's Paid Family Leave (PFL) program provides partial wage replacement benefits during an absence for these purposes. The PFL program does not provide additional leave, job protection or reinstatement rights beyond those provided by our policies or by applicable state or federal law. You must apply separately for a leave of absence under our Member Leaves of Absence and Time Off policies. All California members contribute to a pool of funds which has been set aside to pay for Paid Family Leave Benefits. The funds are collected every payroll period by an increase in the State Disability Insurance (SDI) rate. The program is administered by the State, not by the Organization. Effective January 1, 2018, state Paid Family Leave (PFL) and State Disability Insurance (SDI) wage-replacement benefits will increase to 60 or 70 percent of a participant's wages (from the current level of 55 percent), depending on income level and up to the statutory cap. In addition, the current seven-day waiting period for PFL benefits will be eliminated as of January 1, 2018. PFL benefits, which are wholly funded by member contributions, provide up to six weeks of wage-replacement benefits for bonding

with a new child or to care for an ill family member.

6.4 Notice of Domestic Violence Leave and Accommodation Rights

Your Right to Take Time Off:

You have the right to take time off from work to get help to protect you and your children's health, safety or welfare. You can take time off to get a restraining order or other court order.

If your company has 25 or more workers, you can take time off from work to get medical attention or services from a domestic violence shelter, program or rape crisis center, psychological counseling, or receive safety planning related to domestic violence, sexual assault, or stalking. You may use available vacation, personal leave, accrued paid sick leave or compensatory time off for your leave unless you are covered by a union agreement that says something different. Even if you don't have paid leave, you still have the right to time off.

In general, you don't have to give your employer proof to use leave for these reasons. If you can, you should tell your employer before you take time off. Even if you cannot tell your employer before, your employer cannot discipline you if you give proof explaining the reason for your absence within a reasonable time. Proof can be a police report, court order or doctor's or counselor's note or similar document.

Your Right to Reasonable Accommodation:

You have the right to ask your employer for help or changes in your workplace to make sure you are safe at work. Your employer must work with you to see what changes can be made. Changes in the workplace may include putting in locks, changing your shift or phone number, transferring or reassigning you, or help with keeping a record of what happened to you. Your employer can ask you for a signed statement certifying that your request is for a proper purpose, and may also request proof showing your need for an accommodation.

Your employer cannot tell your coworkers or anyone else about your request.

Your Right to Be Free from Retaliation and Discrimination: Your employer cannot treat you

differently or fire you because: You asked for leave time to get help. You asked your employer for help or changes in the workplace to make sure you are safe at work. You can file a complaint with the Labor Commissioner's Office against your employer if he/she retaliates or discriminates against you.

6.5 Family and Medical Leave

Because of the Organization's small size, we are not required to comply with the federal Family and Medical Leave Act ("FMLA"). However, we recognize that our members may occasionally need to take unpaid leave to care for a new child, to care for a seriously ill family member, to handle an member's own medical issues, or to handle issues relating to a family member's military service, possibly including caring for a family member who is injured while serving in the military. If you anticipate that you might need time off to deal with family and medical issues, please speak with your supervisor. We will seriously consider every request on a case-by-case basis.

6.6 Workers' Compensation Leave

Any member who is unable to work due to a work related injury or illness and who is eligible for Workers' Compensation benefits will be provided an unpaid leave for the period required. The first 12 weeks will be treated concurrently as a family and medical leave under the federal Family Medical Leave Act ("FMLA") for members eligible for FMLA leave.

6.7 Jury Duty

U.S. citizens have a civic obligation to provide jury duty service when called. By state law, members can use vacation, personal leave, or comp time to cover time they are out for jury duty. The member must bring in the jury duty notice as soon as it is received so that appropriate arrangements can be made to cover his or her duties. Members are required to call in or report for work on those days or parts of days when their presence in court is not required.

6.8 Voting Time

Members who are registered voters and who lack sufficient time outside of work to vote in any local, state, and national election may take up to two hours off work with pay at the

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beginning or end of the day for this purpose. Members should provide at least two working days' notice when time off is required.

At-Will Membership Agreement and

Acknowledgement of Receipt of Member Manual

Member: Art Vandelay

I acknowledge that I have been provided with a copy of the Science & Design (the "Organization") Member Manual, which contains important information on the Organization's policies, procedures and benefits, including the policies on Anti-Harassment/Discrimination, Substance Use and Abuse and Confidentiality.

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I understand that I am responsible for familiarizing myself with the policies in this handbook and agree to comply with all rules applicable to me. I understand and agree that the policies described in the handbook are intended as a guide only and do not constitute a contract of membership.

I specifically understand and agree that the membership relationship between the Organization and me is at-will and can be terminated by the Organization or me at any time, with or without cause or notice. Furthermore, the Organization has the right to modify or alter my position, or impose any form of discipline it deems appropriate at any time. Nothing in this handbook is intended to modify the Organization's policy of at-will membership. The at-will membership relationship may not be modified except by a specific written agreement signed by me and an authorized representative of the Organization. This is the entire agreement between the Organization and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded.

I understand that the Organization reserves the right to make changes to its policies, procedures or benefits at any time at its discretion. However, the at-will membership agreement can be modified only in the manner specified above.

I further understand that the Organization reserves the right to interpret its policies or to vary its procedures as it deems necessary or appropriate.

I have received the Organization Member Manual. I have read (or will read) and agree to abide by the policies and procedures contained in the Manual.

Sponsoring Member

Member

Name

Name

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Signature

Signature

Date

Date