

# **TANISHA SYSTEMS INC**

## **EMPLOYEE HANDBOOK**



## **Welcome to Tanisha Systems!**

Starting a new job is exciting, but at times can be overwhelming. This Employee Handbook has been developed to help you become acquainted with our company and answer many of your initial questions.

As an employee of Tanisha Systems, you are very important. Your contribution cannot be overstated. Our goal is to provide the finest-quality services to our clients and to do so more efficiently and economically than our competitors. By satisfying our clients' needs, we ensure they will continue to do business with us and will recommend us to others.

You are an important part of this process because your work directly influences our company's reputation.

We are glad you have joined us, and we hope you will find your work to be both challenging and rewarding.

Sincerely,

Gorav Aggarwal  
Vice President



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## **The Way We Work**

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## **A Word About This Handbook**

This Employee Handbook contains information about the employment policies and practices of the company. We expect each employee to read this Employee Handbook carefully, as it is a valuable reference for understanding your job and the company. The policies outlined in this Employee Handbook should be regarded as management guidelines only, which in a developing business will require changes from time to time. The company retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the company. This Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

Except for the policy of at-will employment, which can only be changed by the Vice President of the company in a signed written contract, the company reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. All such revisions, deletions or additions to the Employee Handbook must be in writing and must be signed by the Vice President of the company. No oral statements or representations can change the provisions of this Employee Handbook.

The provisions of this Employee Handbook are not intended to create contractual obligations with respect to any matters it covers. Nor is this Employee Handbook intended to create a contract guaranteeing that you will be employed for any specific time period.

**OUR COMPANY IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, EITHER YOU OR THE COMPANY MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED—WITH ANY EMPLOYEE FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME UNLESS SUCH AN AGREEMENT IS IN A WRITTEN CONTRACT SIGNED BY THE VICE PRESIDENT OF THE COMPANY.**

This Employee Handbook refers to current benefit plans maintained by the company. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling.

Likewise, if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

## Equal Employment Opportunity

Our company is committed to equal employment opportunity. We will not discriminate against employees or applicants for employment on any legally-recognized basis ["protected class"] including, but not limited to: veteran status, uniform servicemember status, race, color, religion, sex, national origin, age, physical or mental disability, genetic information or any other protected class under federal, state, or local law.

In California, the following are a protected class: race; religious creed; color; national origin; ancestry; physical disability; mental disability; medical condition, including genetic characteristics; marital status; sex; pregnancy, childbirth or related medical conditions; actual or perceived gender; gender identity; sexual orientation; service in the military forces of the State of California or of the United States and age [40 or over]. Included in the definition of each protected category is the perception of membership in a protected category and an individual's association with an actual or perceived member of a protected category.

In Massachusetts, the following are a protected class: race, color, religious creed, national origin, sex, pregnancy, sexual orientation, ancestry, age [over 40], veteran status, genetic information, handicap, admission to a mental facility, and military membership.

In New Hampshire, the following are a protected class: age, sex (including pregnancy related conditions and sexual harassment), race, color, marital status (including civil union status), physical or mental disability, religious creed, national origin, sexual orientation, genetic test results, status as a smoker or non-smoker, and military membership (state and federal).

In New Jersey, the following are a protected class: race, creed, color, national origin, ancestry, age, marital status, domestic partnership status, civil union status, affectional or sexual orientation, gender identity or expression, genetic information, sex, atypical hereditary cellular or blood trait, nationality, refusing to submit to a genetic test or make available the results of a genetic test to an employer, disability, liability for service in the U.S. military, and religious practice or observance.

In New York, the following are a protected class: age [18 and over], race, creed, color, national origin, sexual orientation, sex, disability (including use of a guide dog, hearing dog, or service dog), predisposing genetic characteristics, military status, marital status, victims of domestic violence or stalking, and previous conviction of criminal offenses, unless directly related to employment or would involve an unreasonable risk to property, or to the safety or welfare of specific individuals, or the general public.

In Wisconsin, the following are a protected class: age [40 or over]; race; creed; color; disability; marital status; sex; national origin; ancestry; pregnancy, childbirth, maternity leave or related medical conditions; arrest or conviction records; military service; sexual orientation; use or nonuse of lawful products off the employer's premises during non-working hours and genetic testing.

You may discuss equal employment opportunity related questions with the Vice President or any other member of management.



## **Americans with Disabilities Act**

Our company is committed to providing equal employment opportunities to qualified individuals with disabilities. This may include providing reasonable accommodation where appropriate in order for an otherwise qualified individual to perform the essential functions of the job. It is your responsibility to notify the Vice President of the need for accommodation. Upon doing so, the Vice President may ask you for your input or the type of accommodation you believe may be necessary or the functional limitations caused by your disability. Also, when appropriate, we may need your permission to obtain additional information from your physician or other medical or rehabilitation professionals.

## **A Word About our Employee Relations Philosophy**

We are committed to providing the best possible climate for maximum development and goal achievement for all employees. Our practice is to treat each employee as an individual. We seek to develop a spirit of teamwork; individuals working together to attain a common goal.

In order to maintain an atmosphere where these goals can be accomplished, we provide a comfortable and progressive workplace. Most importantly, we have a workplace where communication is open and problems can be discussed and resolved in a mutually respectful atmosphere. We take into account individual circumstances and the individual employee.

We firmly believe that with direct communication, we can continue to resolve any difficulties that may arise and develop a mutually beneficial relationship.

## **Non-Harassment**

We prohibit harassment of one employee by another employee, supervisor or third party for any reason ["protected class"] including, but not limited to: veteran status, uniform servicemember status, race, color, religion, sex, national origin, age, physical or mental disability, genetic information or any other protected class under federal, state, or local law. Harassment of third parties by our employees is also prohibited.

In California, the following are a protected class: race; religious creed; color; national origin; ancestry; physical disability; mental disability; medical condition, including genetic characteristics; marital status; sex; pregnancy, childbirth or related medical conditions; actual or perceived gender; gender identity; sexual orientation; service in the military forces of the State of California or of the United States and age [40 or over]. Included in the definition of each protected category is the perception of membership in a protected category and an individual's association with an actual or perceived member of a protected category.

In Massachusetts, the following are a protected class: race, color, religious creed, national origin, sex, pregnancy, sexual orientation, ancestry, age [over 40], veteran status, genetic information, handicap, admission to a mental facility, and military membership.

In New Hampshire, the following are a protected class: age, sex (including pregnancy related conditions and sexual harassment), race, color, marital status (including civil union status), physical or mental disability, religious creed, national origin, sexual orientation, genetic test results, status as a smoker or non-smoker, and military membership (state and federal).

In New Jersey, the following are a protected class: race, creed, color, national origin, ancestry, age, marital status, domestic partnership status, civil union status, affectional or sexual orientation, gender identity or expression, genetic information, sex, atypical hereditary cellular or blood trait, nationality, refusing to submit to a genetic test or make available the results of a genetic test to an employer, disability, liability for service in the U.S. military, and religious practice or observance.

In New York, the following are a protected class: age [18 and over], race, creed, color, national origin, sexual orientation, sex, disability (including use of a guide dog, hearing dog, or service dog), predisposing genetic characteristics, military status, marital status, victims of domestic violence or stalking, and previous conviction of criminal offenses, unless directly related to employment or would involve an unreasonable risk to property, or to the safety or welfare of specific individuals, or the general public.

In Wisconsin, the following are a protected class: age [40 or over]; race; creed; color; disability; marital status; sex; national origin; ancestry; pregnancy, childbirth, maternity leave or related medical conditions; arrest or conviction records; military service; sexual orientation; use or nonuse of lawful products off the employer's premises during non-working hours and genetic testing.

The purpose of this policy is not to regulate the personal morality of employees. It is to ensure that in the workplace, no employee harasses another for any reason or in any manner. The conduct prohibited by this policy includes conduct in any form including but not limited to e-mail, voice mail, chat rooms, Internet use or history, text messages, pictures, images, writings, words or gestures.

While it is not easy to define precisely what harassment is, it includes: slurs, epithets, threats, derogatory comments or visual depictions, unwelcome jokes and teasing.

Any employee who believes that (s)he has been harassed should report the situation immediately to one of the following members of management who have been designated to receive such complaints: Gorav Aggarwal, Vice President at (617) 729-0260 and 22 River Street, Braintree MA 02184 or Anthony Speziale, Accounts Manager at (617) 729-0261 and 22 River Street, Braintree MA 02184. If an employee makes a report to any of these members of management and the manager either does not respond or does not respond in a manner the employee deems satisfactory or consistent with this policy, the employee is required to report the situation to one of the other members of management designated in this policy to receive complaints.

The company will investigate all such reports as confidentially as possible. Adverse action will not be taken against an employee because he or she, in good faith, reports or participates in the investigation of a violation of this policy. Violations of this policy are not permitted and may result in disciplinary action, up to and including discharge.

## **Sexual Harassment (Massachusetts Employees)**

Any type of sexual harassment is against company policy and may be unlawful. Harassment of third parties by our employees is also prohibited. The purpose of this policy is not to regulate the morality of employees. It is to ensure that in the workplace, no employee is subject to sexual harassment.

Sexual harassment of any kind will not be tolerated. Violations of this policy may result in disciplinary action, up to and including discharge. Retaliation against an individual who has reported or complained about sexual harassment and retaliation against individuals who cooperate in an investigation of a sexual harassment complaint is unlawful and will not be tolerated by this company.

In Massachusetts, the legal definition for sexual harassment includes: "sexual harassment" means sexual advances, requests for sexual favors and verbal or physical conduct of a sexual nature when:

- a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or
- b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a work place environment that is hostile, offensive, intimidating or humiliating to male or female workers may also constitute sexual harassment. This may include the dissemination of sexually explicit voice mail, e-mail, graphics, downloaded material or websites in the workplace. The conduct prohibited by this policy includes conduct in any form including but not limited to e-mail, voice mail, chat rooms, Internet use or history, text messages, pictures, images, writings, words or gestures.

While it is not easy to define precisely what sexual harassment is, it includes:

1. Unwelcome sexual advances.
2. Requests for sexual favors.
3. Verbal or physical conduct of a sexual nature when submission to that conduct is made either explicitly or implicitly as a condition of employment.
4. Verbal or physical conduct of a sexual nature when submission to or rejection of such conduct by an individual is used as a component of the basis for employment decisions affecting that individual.

5. Verbal or physical conduct of a sexual nature that has the effect of interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Examples of sexual harassment include, but are not limited to: sexually-related drawings, pictures, jokes, teasing, uninvited touching or other sexually-related comments.

Any employee who believes that (s)he is a victim of sexual harassment should immediately report such actions in accordance with the following procedure. All complaints will be promptly and thoroughly investigated.

1. Any employee who believes that (s)he is a victim of sexual harassment or has been retaliated against for complaining of sexual harassment, should report the situation immediately to one of the following members of management who have been designated to receive such complaints: Gorav Aggarwal, Vice President at (617) 729-0260 and 22 River Street, Braintree MA 02184 or Anthony Speziale, Accounts Manager at (617) 729-0261 and 22 River Street, Braintree MA 02184. If an employee makes a report to any of these members of management and the manager either does not respond or does not respond in a manner the employee deems satisfactory or consistent with this policy, the employee is required to report the situation to one of the other members of management designated in this policy to receive complaints.

2. The company will investigate every reported incident immediately. Any employee, supervisor or agent of the company who has been found to have violated this policy may be subject to disciplinary action, up to and including immediate discharge.
3. The company will conduct all investigations in a discreet manner. Our company recognizes that every investigation requires a determination based on all the facts in the matter. We also recognize the serious impact a false accusation may have. We trust that all employees will continue to act responsibly.
4. The reporting employee and any employee participating in any investigation under this policy have the company's assurance that no reprisals will be taken as a result of a sexual harassment complaint made in good faith. It is our policy to encourage discussion of the matter, to help protect others from being subjected to similar inappropriate behavior.

We strongly encourage our employees to file a complaint of sexual harassment using our company's complaint procedure. However, using our internal complaint process does not prohibit you from contacting one of the following agencies:

- Massachusetts Commission Against Discrimination Boston Office: One Ashburton Place, Room 601, Boston, MA 02108-1518, (617) 994-6000 (voice), (617) 994-6196 (TTY). Springfield Office: 436 Dwight Street, Room 220, Springfield, MA 01103, (413) 739-2145.
- Equal Employment Opportunity Commission, John F. Kennedy Federal Building, Government Center, 4th Floor, Room 475, Boston, MA 02203, (617) 565-3200 (voice), (617) 565-3204 (TTY). Complaints must be filed within 300 days of the adverse action.



## **Sexual Harassment (All Other Employees)**

Any type of sexual harassment is against company policy and may be unlawful.

We firmly prohibit sexual harassment of any employee by another employee, supervisor or third party. Harassment of third parties by our employees is also prohibited. The purpose of this policy is not to regulate the morality of employees. It is to ensure that in the workplace, no employee is subject to sexual harassment. While it is not easy to define precisely what sexual harassment is, it may include: unwelcome sexual advances, requests for sexual favors, and/or verbal or physical conduct of a sexual nature including, but not limited to, sexually-related drawings, pictures, jokes, teasing, uninvited touching or other sexually-related comments. The conduct prohibited by this policy includes conduct in any form including but not limited to e-mail, voice mail, chat rooms, Internet use or history, text messages, pictures, images, writings, words or gestures.

Sexual harassment of an employee will not be tolerated. Violations of this policy may result in disciplinary action, up to and including discharge. There will be no adverse action taken against employees who report violations of this policy in good faith or participate in the investigation of such violations.

Any employee who believes that (s)he is a victim of sexual harassment should immediately report such actions in accordance with the following procedure. All complaints will be promptly and thoroughly investigated as confidentially as possible.

1. Any employee who believes that (s)he is a victim of sexual harassment or has been retaliated against for complaining of sexual harassment, should report the situation immediately to one of the following members of management who have been designated to receive such complaints: Gorav Aggarwal, Vice President at (617) 729-0260 and 22 River Street, Braintree MA 02184 or Anthony Speziale, Accounts Manager at (617) 729-0261 and 22 River Street, Braintree MA 02184. If an employee makes a report to any of these members of management and the manager either does not respond or does not respond in a manner the employee deems satisfactory or consistent with this policy, the employee is required to report the situation to one of the other members of management designated in this policy to receive complaints.
2. The company will investigate every reported incident immediately. Any employee, supervisor or agent of the company who has been found to have violated this policy may be subject to appropriate disciplinary action, up to and including immediate discharge.
3. The company will conduct all investigations in a discreet manner. The company recognizes that every investigation requires a determination based on all the facts in the matter. We also recognize the serious impact a false accusation can have. We trust that all employees will continue to act responsibly.
4. The reporting employee and any employee participating in any investigation under this policy have the company's assurance that no reprisals will be taken as a result of a sexual harassment complaint. It is our policy to encourage discussion of the matter, to help protect others from being subjected to similar inappropriate behavior.

## **Categories of Employment**

FULL-TIME EMPLOYEES regularly work at least a 40-hour workweek.

In addition to the preceding categories, employees are also categorized as "exempt" or "non-exempt."

NON-EXEMPT EMPLOYEES are entitled to overtime pay as required by applicable federal and state law.

EXEMPT EMPLOYEES are not entitled to overtime pay and may also be exempt from minimum wage requirements pursuant to applicable federal and state laws.

Upon hire, your supervisor will notify you of your employment classification.

## **Anniversary Date**

The first day you report to work will be recorded in company records as your anniversary date. This date may be used to calculate many different company benefits. If you have any questions regarding your anniversary date, please see the Vice President.

## **Immigration Reform and Control Act**

In compliance with the federal Immigration Reform and Control Act of 1986 (IRCA), as amended, and any state law requirements, if applicable, our company is committed to employing only individuals who are authorized to work in the United States.

Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

If an employee is authorized to work in this country for a limited time period, the individual will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the company.

## **New Employee Orientation**

Upon joining our company, you were given this copy of our Employee Handbook. After reading this Employee Handbook please sign the receipt page and return it to the Vice President. You will be asked to complete personnel, payroll and benefit forms.

If you lose your Employee Handbook or if it becomes damaged in any way, please notify the Vice President as soon as possible to obtain a replacement copy.

The Vice President is responsible for the operations of your department. (S)he is a good source of information about the company and your job.

## **Your Human Resources Department**

The Human Resources department acts as an information center for both employees and management. This department plays an important part in formulating and interpreting company policy and offers help with a variety of problems and matters that concern employees and management. Human Resources staff members are available to discuss subjects such as employment/recruitment, benefits, employee records, safety and disciplinary problems.

The Human Resources department is open 9:00 a.m. to 5:00 p.m., Monday through Friday. Appointments may be arranged for other times.

You are encouraged to contribute suggestions or questions so the staff may be more responsive to your needs.

## **Suggestions and Ideas**

We are always interested in your constructive ideas and suggestions for improving our operations. Your suggestions should be submitted in writing to the Vice President.

After we investigate your suggestion, you will be notified whether it is feasible to be put into practice.

## **Talk to Us**

We encourage you to bring your questions, suggestions and complaints to our attention. We will carefully consider each of these in our continuing effort to improve operations.

If you feel you have a problem, present the situation to the Vice President so that the problem can be settled by examination and discussion of the facts. We hope that the Vice President is able to satisfactorily resolve most matters.

If you still have questions after meeting with the Vice President or if you would like further clarification on the matter, request a meeting with the Vice President. (S)he will review the issues and meet with you to discuss possible solutions.

Finally, if you still believe that your problem has not been fairly or fully addressed, request a meeting with the Vice President.

Your suggestions and comments on any subject are important, and we encourage you to take every opportunity to discuss them with us. Your job will not be adversely affected in any way because you choose to use this procedure.

If at any time you do not feel comfortable speaking with the Vice President or the next level of management, discuss your concern with any other member of management with whom you feel comfortable.

## **Your Pay and Progress**

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## Recording Your Time

Non-exempt employees must record their hours on time sheets and give them to the Vice President by Friday afternoon.

Accurately recording all of your time is required in order to be sure that you are paid for all hours worked. You are expected to follow the established procedures in keeping an accurate record of your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work before your meal period.
- Immediately before resuming work after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

Exempt employees may be required to accurately record their time worked in accordance with federal and state wage and hour law.

All employees subject to this policy are required to accurately record all time worked.

The workweek starts on Monday and ends on Sunday.

## **Payday**

You will be paid monthly on the 1<sup>st</sup> week of the month for the period that ends on the last day of month.

### **New Jersey Employees**

If a payday falls on a nonworking day, employees will be paid the preceding workday.

### **All Other Employees**

When our payday is a holiday, you normally will be paid on the last working day before the holiday. If our payday is a Saturday, you normally will be paid on Friday. If our payday is a Sunday, you normally will be paid on Monday.

Please review your paycheck for errors. If you find a mistake, report it to the Vice President immediately. The Vice President will assist you in taking the steps necessary to correct the error.

## Paycheck Deductions

The company is required by law to make certain deductions from your paycheck each pay period. Such deductions typically include federal and state taxes and Social Security (FICA) taxes. Depending on the state in which you are employed and the benefits you choose, there may be additional deductions. All deductions and the amount of the deductions are listed on your pay stub. These deductions are totaled each year for you on your Form W-2, Wage and Tax Statement.

It is the policy of the company that exempt employees' pay will not be "docked," or subject to deductions, in violation of salary pay rules issued by the United States Department of Labor and any corresponding rules issued by the state government, as applicable. However, the company may make deductions from employees' salaries in a way that is permitted under federal and state wage and hour rules. Employees will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law.

Thus, exempt employees may be subject to the following salary deductions, except where prohibited by state law, but only for the following reasons:

- Absences of one or more full days for personal reasons, other than sickness or disability; or
- Absences of one or more full days due to sickness or disability, if there is a plan, policy, or practice providing replacement compensation for such absences; or
- Absences of one or more full days before eligibility under such a plan, policy, or practice or after replacement compensation for such absences has been exhausted; or

- Suspensions of one or more full days for violations of safety rules of major significance; or
- Suspensions of one or more full days for violations of written workplace conduct rules, such as rules against sexual harassment and workplace violence; or
- Payment of actual time worked in the first and last weeks of employment, resulting in a proportional rate of an employee's full salary; or
- Any unpaid leave taken under the Family and Medical Leave Act; or
- Negative paid-time-off balances, in whole-day increments only.

If questions or concerns about any pay deductions arise, employees may discuss and resolve them with the Vice President.

## **Garnishment/Child Support**

When an employee's wages are garnished by a court order, our company is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck. Our company will, however, honor applicable federal and state guidelines that protect a certain amount of an employee's income from being subject to garnishment.

## **Direct Deposit**

You have the option of receiving your pay in a payroll check or having your pay deposited into your bank account through our direct deposit program.

## **Job Descriptions**

The company maintains a job description for each position in the company. The job description outlines the essential duties and responsibilities of the position. When the duties and/or responsibilities of a position change, the job description is revised to reflect those changes. If you have any questions or wish to obtain a copy of your position's job description, please see the Vice President.

## **Promotions and Transfers**

We believe that career advancement is rewarding for both the employee and the company. We will promote qualified employees to new or vacated positions whenever possible. In addition, the Vice President is available to discuss transfer opportunities with you.

Job openings may be announced via email. If you are interested in applying for one of these positions, notify the Vice President and write to the person indicated on the notice.

## **Pay Raises**

Depending upon your performance and our company's profitability, adjustments in your pay may be made when there has been an improvement in or sustainment of an already good performance during the review period.

## **Pay Advances**

Pay advances will not be granted to employees.

## **Overtime (California Employees)**

There may be times when you will need to work overtime so that we may meet the needs of our clients. Although you will be given advance notice when feasible, this is not always possible. Non-exempt employees must have all overtime approved in advance by the Vice President.

Generally, unless an alternate workweek is in effect or state law dictates otherwise, non-exempt, non-agricultural workers will be paid at a rate of time and one-half their regular hourly rate for: (1) hours worked in excess of eight hours in a day; (2) hours worked in excess of 40 hours in a week not compensated as daily overtime; and (3) for the first eight hours of work on a seventh day of work in a single workweek; and at a rate of double their regular hourly rate for: (a) hours worked in excess of 12 hours in a day; and (b) hours worked in excess of eight hours on a seventh day of work in a single workweek.

Only actual hours worked count toward computing weekly overtime.

If you have any questions concerning overtime pay, check with the Vice President.

## **Overtime (All Other Employees)**

There may be times when you will need to work overtime so that we may meet the needs of our clients. Although you will be given advance notice when feasible, this is not always possible. Non-exempt employees must have all overtime approved in advance by the Vice President.

Non-exempt employees will be paid at a rate of time and one-half their regular hourly rate for hours worked in excess of 40 hours in a workweek, unless state law provides a greater benefit in which case, we will comply with the state law.

Only actual hours worked count toward computing weekly overtime.

If you have any questions concerning overtime pay, check with the Vice President.

## **Reporting Time Pay**

The company will make every effort to notify employees in advance when it is not necessary to report to work. These circumstances may include inclement weather, fire, flood, power outage, lack of work, etc. In the event you report for work without being notified in advance that your services are not needed, you will be compensated in accordance with applicable state and federal wage and hour laws.



## **Time Away From Work and Other Benefits**



## Employee Benefits

Our company has developed a comprehensive set of employee benefit programs to supplement our employees' regular wages. Our benefits represent a hidden value of additional income to our employees.

This Employee Handbook describes the current benefit plans maintained by the company. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling.

The company reserves the right to modify its benefits at any time. We will keep you informed of any changes.

## Holidays

Our company normally observes the following holidays during the year:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

In addition to the above holidays, eligible employees will observe holiday in accordance to the client's holiday schedule.

Full-time employees are eligible for paid holidays immediately upon hire.

## **Vacation**

All full time employees are eligible for vacation time upon hire. Vacation is allocated to employees based on the client project schedule. Please speak to the Vice President for specific details.

## **Jury Duty (California Employees)**

Employees summoned for jury duty are granted an unpaid leave in order to serve if they give reasonable advance notice to the Vice President that they will need time off to serve.

We reserve the right to request proof of jury service issued by the Court upon return.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Make arrangements with the Vice President as soon as you receive your summons.

We expect you to return to your job if you are excused from jury duty during your regular working hours.

## **Jury Duty (Massachusetts Employees)**

Employees summoned for jury duty, who are regularly employed, receive their regular wages for the first three days. "Regularly employed" includes all full-time employees, as well as all part-time, temporary and casual employees whose hours may be reasonably determined. Thereafter, regularly employed employees summoned for jury duty are granted an unpaid leave in order to serve.

All other employees summoned for jury duty will be granted an unpaid leave in order to serve.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

We reserve the right to request proof of jury service issued by the Court upon return.

Make arrangements with the Vice President as soon as you receive your summons.

We expect you to return to your job if you are excused from jury duty during your regular working hours.

## **Jury Duty (New York Employees)**

Employees summoned for jury duty will receive unpaid leave, except that you shall receive the first \$40 of your daily wages during the first three days of jury service in a state or local court.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

We reserve the right to request proof of jury service issued by the Court upon return.

Make arrangements with the Vice President as soon as you receive your summons.

We expect you to return to your job if you are excused from jury duty during your regular working hours.

## **Jury Duty (All Other Employees)**

Employees summoned for jury duty are granted an unpaid leave in order to serve.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

We reserve the right to request proof of jury service issued by the Court upon return.

Make arrangements with the Vice President as soon as you receive your summons.

We expect you to return to your job if you are excused from jury duty during your regular working hours.

## **Voting Leave (California Employees)**

Our company believes that every employee should have the opportunity to vote in any state or federal election, general primary or special primary. Any employee who does not have sufficient time outside of working hours to vote in a statewide election may request up to two paid hours off in order to vote. We reserve the right to select the hours you are excused to vote.

Notify the Vice President of the need for voting leave as soon as possible. When you return from voting leave, you must present a voter's receipt to the Vice President as soon as possible.

## **Voting Leave (Massachusetts Employees)**

Our company believes that every employee should have the opportunity to vote in any state or federal election, general primary or special primary. Employees will be granted paid time off in order to vote for the first two hours the polls are open if the employees are otherwise scheduled to work those hours and they apply for voting leave.

Notify the Vice President of the need for voting leave as soon as possible. When you return from voting leave, you must present a voter's receipt to the Vice President as soon as possible.



## **Voting Leave (New York Employees)**

Our company believes that every employee should have the opportunity to vote in any state or federal election, general primary or special primary. Any employee whose work schedule does not provide him or her four consecutive hours to vote while polls are open will be granted up to two paid hours off in order to vote. Any additional time off will be without pay. We reserve the right to select the hours you are excused to vote.

Exempt employees may be provided additional time off with pay when necessary to comply with state and federal wage and hour laws.

Notify the Vice President of the need for voting leave two to ten days before the election. When you return from voting leave, you must present a voter's receipt to the Vice President as soon as possible.

## **Voting Leave (Wisconsin Employees)**

Our company believes that every employee should have the opportunity to vote in any state or federal election, general primary or special primary. Any employee whose work schedule does not provide him or her three consecutive hours to vote while polls are open will be granted up to three unpaid hours to vote. We reserve the right to select the hours you are excused to vote.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Notify the Vice President of the need for voting leave as soon as possible, before Election Day. When you return from voting leave, you must present a voter's receipt to the Vice President, as soon as possible.

## **Military Leave**

Employees who are required to fulfill military obligations in any branch of the Armed Forces of the United States or in state military service will be given the necessary time off and reinstated in accordance with federal and state law.

The time off will be unpaid, except where state law dictates otherwise. Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Accrued vacation may be used for this leave if the employee chooses. Military orders should be presented to the Vice President and arrangements for leave made as early as possible before departure. Employees are required to give advance notice of their service obligations to the company unless military necessity makes this impossible. You must notify the Vice President of your intent to return to employment based on requirements of the law. Your benefits may continue to accrue during the period of leave in accordance with state and federal law.

Additional information regarding military leaves may be obtained from the Vice President.

## **Family Military Leave (California Employees)**

An employee who works an average of 20 or more hours per week whose spouse is a member of the Armed Forces, National Guard or Reserves that has been deployed during a period of military conflict is eligible to receive up to 10 unpaid days off when their spouse is on leave from military deployment.

You must provide the Vice President with notice of your intention to take leave within two business days of receiving official notice that your spouse will be on leave from deployment. Employees taking family military leave must also provide the company with written documentation certifying their spouse will be on leave from deployment.

## **Family Military Leave (New York Employees)**

Eligible employees who are the spouse of a member of the Armed Forces of the United States, National Guard or Reserves who has been deployed during a period of military conflict to a combat theatre or combat zone may take up to ten days of unpaid family military leave during the military service member's leave or deployment.

To be eligible for family military leave, employees must work an average of twenty hours or more per week.

## **Disaster and Emergency Services Leave (New Hampshire Employees)**

During an officially declared state of emergency, employees who serve as members of a fire department, a rescue squad, or emergency service agency and who are called to service are entitled to an unpaid leave unless the employee is essential to the company's own emergency or disaster relief activities. Although the company will not require the employee to use otherwise available paid time off, the employee may choose to do so.

Employees utilizing this leave shall provide written notice to the company.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

## **Voluntary Emergency Workers Leave (Pennsylvania Employees)**

Any employee who serves as volunteer firefighter, fire police or volunteer member of an ambulance service or rescue squad will receive unpaid leave in which to respond to an emergency call made prior to the start of his or her scheduled shift.

Prior to missing work, the employee must attempt to contact the Vice President or otherwise notify the company that they have been dispatched to an emergency. If the employee fails to report for work, they must provide the company with a statement from the chief executive officer of the volunteer fire company, ambulance service or rescue squad or its affiliated organization stating that the employee responded to a call and the time at which he or she responded.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

## **Witness Leave (California, Massachusetts, New York, Pennsylvania and Wisconsin Employees)**

Employees are given the necessary time off without pay to attend or participate in a court proceeding in accordance with state law. We ask that you notify the Vice President of the need to take witness leave as far in advance as is possible.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

## **Witness Leave (All Other Employees)**

Employees are given the necessary time off without pay to attend, participate or prepare for a court proceeding. We ask that you notify the Vice President of the need to take witness leave as far in advance as is possible.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

## **Bone Marrow Donation Leave (New York Employees)**

Employees who work an average of 20 hours or more each week are eligible to receive up to 24 hours of unpaid leave to donate bone marrow.

Please provide the Vice President with written physician verification of the purpose and length of each leave.

For more information regarding this leave, please see the Vice President.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.



## **Blood Donation Leave (New York Employees)**

Employees who work an average of 20 or more hours per week are entitled to up to three hours of unpaid leave in any 12-month period to donate blood.

The 12-month period will be based on the calendar year.

Employees must give “reasonable notice” of their intent to take leave to give blood.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

For more information regarding this leave, please see the Vice President.

## **School Visitation Leave (California Employees)**

If an employee who is the parent or guardian of a child who is suspended is required to appear at the child’s school, the employee may take time off with pay if they provide reasonable advance notice to the Vice President of the need for time off.

## **Domestic Violence Leave (California Employees)**

The company will not discriminate against employees who are victims of domestic violence or sexual assault for taking time off from work to obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of a victim or his or her child.

The company will also not discriminate against an employee who is a victim of domestic violence or sexual assault for taking time off from work to seek medical attention for injuries caused by such domestic violence or sexual assault, to obtain services from a domestic violence or sexual assault program, to obtain psychological counseling related to the domestic violence or sexual assault, or to participate in actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation.

Affected employees must give the company reasonable notice that they are required to be absent for a purpose stated above, except for unscheduled or emergency court appearances or other emergency circumstances. In such a case, the company will take no action against affected employees if, within a reasonable time after the appearance, they provide the company with documentary evidence that their absence was required for any of the above reasons.

This leave will be paid. However, affected employees may use vacation, personal leave or other accrued time off (if available).

## **Victims of Crime Leave (New York and Pennsylvania Employees)**

The company will grant reasonable and necessary leave from work, with pay, to employees who are victims of a crime to attend or participate in legal proceedings pertaining to the crime. Affected employees must give the company reasonable notice that leave under this policy is required.

## **Victims of Felony Crimes Leave (California Employees)**

The company will grant reasonable and necessary leave from work with pay, to employees who are victims, or whose spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, stepfather, registered domestic partner, or child of a registered domestic partner is a victim of a violent or serious felony or felonious theft or embezzlement, for the purposes of attending legal proceedings related to the crime.

Affected employees may elect to use accrued paid vacation, personal leave and/or sick leave in lieu of unpaid leave.

When feasible, affected employees must provide the company with advance notice of the employee's need for leave, including a copy of the notice of the scheduled proceeding. If advance notice is not feasible, affected employees must provide documentation evidencing the legal proceeding requiring the employee's absence within a reasonable time after leave is taken.

## **Victims of Crime Leave (New Hampshire Employees)**

The company will grant reasonable and necessary leave from work, without pay, to employees who are victims of a crime to attend court or other legal investigative proceedings associated with the prosecution of the crime. Affected employees must give the company reasonable notice that leave under this policy is required. Employees are required to use vacation, personal leave or sick time.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

## Medical Insurance

Eligible full-time employees may enroll in a single, a single plus one dependent or a family contract immediately upon hire.

Information and enrollment forms may be obtained from the Vice President.

To assist you with the cost of this insurance, our company pays a portion of a single, a single plus one dependent or a family contract. You are responsible for paying the balance through payroll deduction.

Participating employees are also covered under our medical insurance plan's life insurance, dental insurance and prescription drug programs.

A booklet containing the details of the plan and eligibility requirements may be obtained from the Vice President.

Refer to the actual plan document and summary plan description if you have specific questions regarding this benefit plan. Those documents are controlling.

Upon discharge you may be entitled to continuation or conversion of the group medical insurance plan in accordance with the terms of the policy and/or applicable state and federal law. For more information, contact the Vice President.

## **Dental Insurance**

Eligible full-time employees may enroll in a single, a single plus one dependent or a family contract immediately upon hire.

Information and enrollment forms may be obtained from the Vice President.

You will be responsible for the full cost of this insurance through payroll deduction.

A booklet containing the details of the plan and the eligibility requirements may be obtained from the Vice President.

Refer to the actual plan document and summary plan description if you have specific questions regarding this benefit plan. Those documents are controlling.

Upon discharge you may be entitled to continuation or conversion of the group dental insurance plan in accordance with the terms of the policy and/or applicable state and federal law. For more information, contact the Vice President.

## COBRA

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

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

In the event of divorce, legal separation, or a child's loss of dependent status, you or a family member must notify the plan administrator within 60 days of the occurrence of the event.

The plan administrator will notify the individuals eligible for continuation coverage of their right to elect COBRA continuation coverage.

For more information regarding COBRA, you may contact the Vice President.

## **Section 125 Plans**

Our company offers a pretax contribution option for employees. This employee benefit is known as a Section 125 plan.

A Section 125 plan is a benefit plan that allows you to make contributions toward premiums for medical insurance, dental insurance and out-of-pocket medical expenses or dependent care expenses on a “before tax”, rather than an “after tax” basis. Your premium contributions and qualified expenses are deducted from your gross pay before income taxes and Social Security is calculated.

To participate in this plan, complete an election form and return it to the Vice President.

You cannot make any changes to your pretax contributions until the next open enrollment period, unless your family status changes or you become eligible for a special enrollment period due to a loss of coverage. Family status changes include marriage, divorce, death of a spouse or child, birth or adoption of a child or discharge of employment of your spouse. A change in election due to a change in family status is effective the next pay period.



## Parental Leave

Full-time employees, immediately upon hire, may be granted a leave of absence without pay upon the birth or adoption of a child consistent with our business needs. Such leave must begin immediately upon the birth of the child and/or placement of a child for adoption.

A period of parental leave may not exceed two weeks in a 12-month period. Employees will be required to substitute their accrued personal days for all or part of their parental leave. In addition, benefits such as paid time off and holidays will not accrue while employees are on a parental leave.

Employees seeking parental leave must provide a minimum of 30 days' advance notice of their intent to take parental leave and the anticipated date of their return. Employees may not accept other employment or apply for unemployment insurance while on parental leave. Acceptance of other employment while on leave will be treated as a voluntary resignation from employment.

We will make a reasonable effort to return you to the same or a similar position upon your return from leave subject to our staffing and business requirements.

## **State Disability Insurance (California Employees)**

All employees are eligible for disability insurance benefits when an illness, injury or pregnancy-related disability prevents them from working and they meet all the eligibility requirements.

The benefits are calculated as a percentage of your salary up to a weekly maximum as specified by law, for up to 52 weeks.

Employees who apply for this benefit must provide written notice of disability, including a doctor's certificate stating the nature of the disability and your expected date of return to work.

You are responsible for filing your claim and other forms promptly and accurately with the Employment Development Department. A claim form may be obtained from the Employment Development Department by telephone, letter or in person.

The cost of this insurance is fully paid by the employee.

## Family Leave Insurance (California Employees)

The State of California may provide partial wage benefits to eligible employees for up to a maximum of six weeks for the following reasons:

- To bond with a new child after birth or placement for adoption or foster care;
- To care for a serious health condition of an employee's child, parent, spouse, or registered domestic partner.

The Paid Family Leave Act provides benefits based on past quarter earnings for up to six weeks in a 12-month period. The cost of the insurance is fully paid by the employee. The 12-month period begins on the first day an employee submits a claim.

To be eligible for benefits, employees may be required to provide medical and/or other information that supports a claim for time off to bond with a new child or to care for a child, parent, spouse or registered domestic partner with a serious health condition. In addition, there is a seven-calendar-day waiting period before benefits begin. As a condition of initial receipt of family leave insurance benefits, you will be required to use any accrued PTO or vacation time, up to a maximum of two weeks. This use of PTO or vacation time will go, in part, towards the seven-calendar-day waiting period.

You are responsible for filing your claim for family leave insurance benefits and other forms promptly and accurately with the Employment Development Department. A claim form may be obtained from the Employment Development Department by telephone, letter, the Internet or in person. All eligibility and benefit determinations are made by the Employment Development Department.

You may not be eligible for Paid Family Leave benefits if you are receiving State Disability Insurance, Unemployment Compensation Insurance or Workers' Compensation benefits.

The Paid Family Leave Act does not provide a right to leave, job protection or return to work rights. Further, this policy does not provide additional time off; rather, family leave insurance may provide compensation during an approved leave pursuant to any company provided leave.

## Family Leave Insurance (New Jersey Employees)

The State of New Jersey may provide partial wage benefits to eligible employees for up to six weeks in a 12-month period for the following reasons:

- To bond with a child during the first 12 months after the child's birth, if the covered individual or the domestic partner or civil union partner of the covered individual, is a biological parent of the child, or the first 12 months after the placement of the child for adoption with the covered individual.
- To care for a family member with a serious health condition supported by a certification provided by a health care provider.

Parent of a covered individual means a biological parent, foster parent, adoptive parent, or stepparent of the covered individual or a person who was a legal guardian of the covered individual when the covered individual was a child.

Family member means a child, spouse, domestic partner, civil union partner or parent of a covered individual.

Child means a biological, adopted, or foster child, stepchild or legal ward of a covered individual, child of a domestic partner of the covered individual, or child of a civil union partner of the covered individual, who is less than 19 years of age or is 19 years of age or older but incapable of self-care because of mental or physical impairment.

The Temporary Disability Leave Law (Family Leave Insurance) provides benefits to eligible employees who have worked 20 or more calendar weeks in covered New Jersey employment, and have earned the minimum wage amount determined by the New Jersey Department of Labor and Workforce Development during the 52 weeks immediately preceding the leave.

The Family Leave Insurance benefits program provides covered individuals with a monetary benefit, not a leave entitlement. Further, this policy does not provide additional time off, rather family leave insurance may provide compensation during an approved leave of absence pursuant to the New Jersey Family Leave Law, the Federal Family and Medical Leave Act or any other company provided leave.

The Family Leave Insurance benefits program does not establish the right of a covered employee to be restored to employment following a period of leave from work to participate in providing care for a family member who has a serious health condition or to bond with a newborn or newly adopted child.

When requesting benefits during a leave to care for a child after birth or adoption, you must provide the Vice President with at least 30 days prior notice, except when unforeseeable circumstances prevent prior notice. Leave taken on an intermittent basis for this reason must be taken in periods of seven days or more and the schedule must be mutually agreed to by both the employer and the employee.

When requesting family leave insurance benefits during a leave to care for a family member with a serious health condition, you must provide the Vice President with reasonable and practicable notice unless the time of the leave is unexpected or the time of the leave changes for unforeseeable reasons and is required to schedule,

when possible, the leave in a manner to minimize disruption of employer operations. If you intend to take leave on an intermittent basis, you must provide at least 15 days advance notice. Employees taking leave to care for a family member may be required to provide medical certification.

The cost of this insurance is fully paid by the employee. Please contact the Vice President for additional information.

## **Short-Term Disability Insurance (New Jersey Employees)**

All employees who have met the minimum earning requirements are eligible for short-term disability insurance. This insurance is designed to provide income for you when you are absent from work for more than seven calendar days due to non-occupational illness, injury or pregnancy-related disability.

The benefits are calculated as a percentage of your salary up to a weekly maximum, as specified by law, for up to 26 weeks.

The cost of this insurance is shared between the company and the employee.

Provide written notice including a doctor's certificate stating the nature of the disability and your expected date of return to work. Disability insurance information may be obtained from the Vice President.

## **Short-Term Disability Insurance (New York Employees)**

Employees are eligible for short-term disability insurance after four consecutive weeks of full-time employment or 25 days of regular part-time employment in accordance with state law. Other employees may also be eligible for this insurance, depending on the employee's previous employer. This insurance is designed to provide income for you when you are absent from work for more than seven calendar days due to non-occupational illness, injury or pregnancy-related disability.

The benefits are calculated as a percentage of your salary up to a maximum each week, as specified by law, for up to 26 weeks.

The cost of this insurance is shared between the company and the employee.

Provide written notice including a doctor's certificate stating the nature of the disability and your expected date of return to work. Disability insurance information may be obtained from the Vice President.



## **Pregnancy Disability Leave (California Employees)**

All employees are eligible for a paid disability leave due to pregnancy, childbirth or related medical condition for up to four months. You may also be eligible to transfer to a less strenuous or hazardous position/duties if such a transfer is medically advisable and can be reasonably accommodated.

Upon return from a covered pregnancy disability leave, you will be restored to the same position, or to an available comparable position in accordance with state law. You must give the company at least 30 days' advance notice if your need for pregnancy-related disability leave or transfer is foreseeable; otherwise please give the company notice of your need for leave or transfer as soon as is practical.

Depending on your eligibility, medical insurance may be continued during your leave in accordance with the applicable plan document, COBRA, or provisions of federal/state law relating to unpaid medical leave

## **Maternity Leave (Massachusetts Employees)**

Full-time employees are eligible for an unpaid maternity leave upon completion of three months of employment.

Eligible employees are entitled to a leave of up to eight weeks for giving birth to a child, adopting a child under age 18 or adopting a person under age 23 who is mentally or physically disabled.

Eligible employees are required to provide two weeks' notice of their expected departure date and intention to return to their job. Employees may be required to provide proof of birth or adoption.

At the end of the leave, eligible employees are entitled to return to their previous or similar position, without detriment in pay, hours, status, length of service credit or seniority, unless other employees of equal service time and status in the same or similar positions have been laid off due to reduction in force.

This leave may run concurrently with any other leave where permitted by state and federal law.

## **Maternity Leave (New Hampshire Employees)**

All female employees may take an unpaid leave of absence for the period of temporary physical disability resulting from pregnancy, childbirth or related medical conditions.

An employee who has notified the company of her intent to return at the end of her maternity leave will be reinstated to her original job or a comparable position with comparable pay and accumulated seniority, retirement, fringe benefits and other service credits unless the employer's circumstances have so changed as to make it unreasonable or impossible to do so.

This leave may run concurrently with any other leave where permitted by state and federal law.

## **Rehabilitation Leave (California Employees)**

Our company is committed to providing assistance to our employees. Any employee who wishes to voluntarily enter and participate in an alcohol and/or drug rehabilitation program may be granted a reasonable accommodation. This accommodation may include time off without pay and/or an adjusted work schedule provided the accommodation does not impose an undue hardship on the company. In general, it is your responsibility to notify the Vice President of the need for accommodation.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

The company shall take reasonable steps to safeguard the privacy of any employee as to the fact that he or she has enrolled in an alcohol or drug rehabilitation program.

This policy does not prevent the company from refusing to hire or disciplining, up to and including discharge, an employee who, because of the current use of alcohol or drugs, is unable to perform his or her duties or cannot perform the duties in a manner that would not endanger his or her health or safety or the health or safety of others.

## **Social Security**

During your employment, you and the company 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.

## **Unemployment Insurance**

Upon separation from employment, you may be entitled to state and federal unemployment insurance benefits. Information about unemployment insurance can be obtained from the Vice President.

## **Workers' Compensation**

On-the-job injuries are covered by our Workers' Compensation insurance policy. This insurance is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to the Vice President. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim. We ask for your assistance in alerting management to any condition that could lead to or contribute to an employee accident.

## **401(k) Qualified Retirement Plan**

Our company provides eligible employees with a 401(k) Qualified Retirement plan which is an excellent means of long-term savings for your retirement. The company's contribution, if any, is determined by the employer on an annual basis.

You can obtain a copy of the Summary Plan Description which contains the details of the plan including eligibility and benefit provisions from the Vice President. In the event of any conflict in the description of any plan, the official plan documents, which are available for your review, shall govern. If you have any questions regarding this plan, see the plan administrator.

## **Employee Bonuses**

Employees may receive bonuses from time to time. These are based on individual merit, the company's profitability and any other factor(s) deemed significant by the company. Whether or not bonuses are granted and the amounts granted are within the sole discretion of the Vice President.

## Employee Assistance Program

Eligible full-time employees may participate in our employee assistance program immediately upon hire.

Our BalanceWorks®, Employee Assistance Program (EAP), and Work/Life Benefit help eligible employees and their immediate families with a wide range of problems. Situations addressed by the EAP include marriage and family problems, emotional problems, alcoholism and alcohol abuse, drug abuse and dependency, financial problems, compulsive gambling and eating disorders. Your conversations and all records are strictly confidential.

The administrative cost of this program is fully paid by the company.

Additional information regarding this program is available at [www.eniweb.com](http://www.eniweb.com) or by calling 1-800-EAPCALL. Complete details of this program may be obtained from the Vice President.





## On the Job

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## Conduct at Client's Office

The nature of our company may require that employees perform work connected with a client's assignment at the client's office. The importance of professional conduct when working in a client's office cannot be emphasized enough. Professional conduct is a broad term that is open to many interpretations. The following guidelines describe appropriate conduct when working at a client's office:

- Limit discussions with client's employees to matters that concern their department and level of responsibility. Long, personal discussions with client personnel are discouraged. Such disruptions of work will only offend client executives and client employees.
- Do not discuss internal affairs with client personnel.
- Avoid comments or criticisms involving other companies and their particular work or fees.
- Refrain from discussing shortcomings or idiosyncrasies of client employees.
- Avoid conversations involving client matters in all public places.
- Avoid discussing procedural problems with management while client employees are present.
- Purchase items from a client at normal sale prices.
- Do not borrow money from a client unless the client's business involves lending money.
- Do not solicit clients for charitable donations.

## **Confidentiality of Client Matters**

Our professional ethics require that each employee maintain the highest degree of confidentiality when handling client matters.

To maintain this professional confidence, no employee shall disclose client information to outsiders, including other clients or third parties and members of one's own family.

Questions concerning client confidentiality may be addressed with the Vice President.

## **Social Security Number Privacy (New York Employees)**

To ensure to the extent practicable the confidentiality of our employees' and applicants' personal identifying information, no employee may acquire, disclose, transfer or unlawfully use the SSN, home address or telephone number, personal electronic mail address, internet identification name or password, parent's surname prior to marriage or driver's license number of any employee except in accordance with company policy. The release of employee personal identifying information to external parties is prohibited except where required by law. Internal access to employee SSNs is restricted to employees with a legitimate business need for the information. Employee SSNs will not be publicly posted, displayed, or visibly printed on any identification badge or time card.

Employee SSNs may be collected in the ordinary course of business for the purpose of identity verification or to administer benefits and in accordance with state and federal laws. Records that include Social Security numbers will be maintained in accordance with federal and state laws.

Any documents, that include employee SSNs and are to be discarded must be destroyed by shredding paper documents and running a "cyberscrub" program before disposing of electronic storage media.

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

Where this company policy and operating procedures may conflict with state law, the state law shall supersede this policy.

For more information about this policy and the company's operating procedures, please contact the Vice President.

## **Use of Client Telephones**

When working at a client's office, keep telephone usage to a minimum. Do not disclose the location and telephone number of your client assignment to outsiders. Direct all telephone calls to our company to ensure the identities of our clients are protected. Messages will then be relayed to staff members working at the client's place of business.

Personal calls must be made from outside the client's office. Incoming personal calls or calls from other clients should be kept to a minimum.

## **Attendance and Punctuality**

Attendance and punctuality are important factors for your success within our company. We work as a team and this requires that each person be in the right place at the right time.

If you are going to be late for work or absent, notify the Vice President as far in advance as is feasible under the circumstances, but no later than one hour before the start of your workday.

If you are absent for three days without notifying the company, it is assumed that you have voluntarily abandoned your position with the company, and you will be removed from the payroll.

## **Business Hours**

Because of the nature of our business, your work schedule may vary depending on your job. Our normal business hours are 9:00 a.m. to 6:00 p.m., Monday through Friday. Check with the Vice President if you have questions about your hours of work.

## **Flextime**

Our company offers a flextime plan to all employees. This plan allows you to set your own working hours, within certain constraints.

The Vice President will discuss the flexible schedule policy with you. Once you have selected a starting time, it cannot be changed without the Vice President's approval.

## **Meal Time (California Employees)**

Except for certain exempt employees, all employees who work five or more hours in a day are required to take a 30-minute paid duty-free meal period. An employee who works over ten hours in a day is required to take a second 30-minute paid duty-free meal period unless the employee elects to waive the second meal period as described below. Employees are completely relieved of their job responsibilities during their meal periods. For this reason, unless there is a valid written agreement for an on-duty meal period, employees must clock in and out for their meal periods, or record the beginning and ending time of the meal period on their timesheet every day.

Waiver of Meal Period. Employees may waive their meal periods only under the following circumstances. If an employee will complete their workday in six hours, the employee may waive their meal period. Additionally, depending upon your occupation, employees who work more than ten hours in a day may be able to waive their second meal period, but only if they take their first meal period and they do not work more than 12 hours that day. Please speak to the Vice President is for clarification on whether you are entitled to waive your second meal period. Anytime you elect to waive a meal period you must submit a written request and receive prior written authorization from the Vice President is. Employees may not waive meal periods to shorten their workday or to accumulate meal periods for any other purpose.

On Duty Meal Period. In limited situations, certain designated employees may be required to work an on-duty meal period due to the nature of the employee's duties. Unless the Vice President is directs you to take an on-duty meal period due to the nature of your job duties and you agree to an on-duty meal period in writing, you will not be permitted to take an on-duty meal period.



## **Meal Time (New York Employees)**

Employees working a shift of more than six hours will be provided at least 30 paid minutes for a meal between 11:00 a.m. and 2:00 p.m. Employees working a shift that starts before 11:00 a.m. and continues past 7:00 p.m. will be provided an additional paid meal period of at least 20 minutes between 5:00 p.m. and 7:00 p.m. Employees working a shift of more than six hours between 1:00 p.m. and 6:00 a.m. will be provided a paid meal period of at least 45 minutes midway through the shift. The Vice President is responsible for approving the scheduling of this time.

## **Meal Time (Massachusetts, Pennsylvania, and Wisconsin Employees)**

A 30-minute, paid meal break should be taken each day. The Vice President is responsible for approving the scheduling of this time.

## **Meal Time (All Other Employees)**

A 30-minute, unpaid meal break should be taken each day. The Vice President is responsible for approving the scheduling of this time.

## **Breaks (California Employees)**

Employees will receive one, ten-minute paid break for every four hours worked. This time must be approved by the Vice President each day.

## **Lactation Breaks (California, Maine, New York and Pennsylvania Employees)**

The company will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child. The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt employees should clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time generally will be unpaid in accordance with state law. The company will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area, for the employee to express milk in private.

Employees should notify the Vice President to request time to express breast milk under this policy. The company reserves the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations.

No provision of this policy applies or is enforced if it conflicts with or is superseded by any requirement or prohibition contained in a federal, state, or local law or regulation. Anyone with knowledge of such a conflict or potential conflict should contact the Vice President.

## **Work Assignments**

Work assignments will be distributed by the Vice President. When possible, you will be advised of future assignments in advance, so you will have ample time to prepare for the assignment.

Once you have begun an assignment you will report directly to the Vice President for all matters relating to its completion.

## Standards of Conduct

Each employee has an obligation to observe and follow the company's policies and to maintain proper standards of conduct at all times. If an individual's behavior interferes with the orderly and efficient operation of a department, corrective disciplinary measures will be taken.

Disciplinary action may include a verbal warning, written warning, suspension with or without pay, and/or discharge. The appropriate disciplinary action imposed will be determined by the company. The company does not guarantee that one form of action will necessarily precede another.

Among other things, the following may result in disciplinary action, up to and including discharge: violation of the company's policies or safety rules; insubordination; unauthorized or illegal possession, use or sale of alcohol or controlled substances on work premises or during working hours, while engaged in company activities or in company vehicles; unauthorized possession, use or sale of weapons, firearms or explosives on work premises; theft or dishonesty; physical harassment; sexual harassment; disrespect toward fellow employees, visitors or other members of the public; performing outside work or use of company property, equipment or facilities in connection with outside work while on company time; poor attendance or poor performance. These examples are not all inclusive. We emphasize that discharge decisions will be based on an assessment of all relevant factors.

**Nothing in this policy is designed to modify our employment-at-will policy.**

## **Access to Personnel Files (California Employees)**

Upon request, employees may inspect their own personnel files at a mutually agreeable time, on company premises in the presence of a company official. You will be permitted to see any records regarding your qualification for employment, promotion, wage increases or discipline. Exceptions include records regarding criminal investigation and any letters of reference maintained by the company. You will be allowed to have a copy of any document you have signed relating to your employment.

For more information, contact the Vice President.

## **Access to Personnel Files (Massachusetts Employees)**

Employees who submit a written request to review their personnel files will, in accordance with state law, receive an opportunity to view their files within five business days on company premises and during normal business hours.

Employees who submit a written request for a copy of their personnel files will, in accordance with state law, receive a copy of their files within five business days.

For more information, contact the Vice President.

## **Access to Personnel Files (New Hampshire Employees)**

Upon request, employees have the opportunity to inspect their own personnel files and to have a copy of the record if desired. Employees subject to an investigation at the time of request will not be allowed access if disclosure of such information would prejudice law enforcement or a government security investigation. The company may charge a reasonable fee related to the cost of supplying the documents. If employees disagree with any information contained in the file and no agreement can be reached as to its removal or correction, employees can submit a written statement explaining their position. Such statements become part of the file.

For more information, contact the Vice President.

## **Access to Personnel Files (Pennsylvania Employees)**

Employees or an agent designated by the employee can inspect parts of the employee's own personnel files once a year, in the presence of a company official. Parts subject to inspection include the employee's job application, wage or salary information, notices of commendations, warnings or other discipline, authorization for a deduction or withholding of pay, fringe benefit information, leave records and employment history with the company. The records may be inspected at reasonable times during regular business hours and in the office where the records are kept. Employees or their designated agent may take notes regarding the contents of the file. Employees or their designated agent may place a statement in the file if they find an error in the file.

Employees shall provide a signed authorization designating a specific individual who is authorized to inspect their personnel file. The signed authorization shall be for a specific date and shall indicate either the purpose for which the inspection is authorized or the particular parts of the employee's personnel file that the designated agent is authorized to inspect.

For more information, contact the Vice President.



## **Access to Personnel Files (Wisconsin Employees)**

Upon written request, employees may inspect their own personnel files up to two times a year. Requests will be granted within seven working days of the request. Inspections will be held during working hours and reasonably near the employee's place of employment. If employees disagree with any data in the records and no correction can be agreed upon, employees may submit an explanatory statement that will be attached to the records. The right to inspect does not apply to certain information as allowed by state law, such as records of investigation of criminal offenses and reference letters. Employees have the right to receive a copy of the records and the company may charge a reasonable fee for copies.

For more information, contact the Vice President.

## **Access to Personnel Files (All Other Employees)**

Upon written request, you may inspect your own personnel file. Inspections will be held on company premises in the presence of a company official. Contact the Vice President to arrange a time to view these records. You will be permitted to review records related to your qualification for employment, compensation and disciplinary action. You are not permitted access to any letter of reference maintained by the company. If you disagree with the accuracy of any statement in the records and no correction can be agreed upon, you may submit an explanatory statement, which will be attached to the records.

For more information, contact the Vice President.

## **Client and Public Relations**

Our company's reputation is built on excellent service and quality work. To maintain this reputation requires the active participation of every employee.

The opinions and attitudes that clients have toward our company may be determined for a long period of time by the actions of one employee. It is sometimes easy to take a client for granted, but if we do we run the risk of losing not only that client, but his or her associates, friends or family who may also be clients or prospective clients.

Each employee must be sensitive to the importance of providing courteous treatment in all working relationships.

## **Solicitation and Distribution**

To avoid unnecessary annoyances and work interruptions, solicitation by an employee of another employee is prohibited while either person is on working time.

Employee distribution of literature, including handbills, in work areas is prohibited at all times.

Trespassing, soliciting or distribution of literature by non-employees on these premises is prohibited at all times.

## **Changes in Personal Data**

To aid you and/or your family in matters of personal emergency, we need to maintain up-to-date information.

Changes in name, address, telephone number, marital status, number of dependents or changes in next of kin and/or beneficiaries should be given to the Vice President promptly.

## **Care of Equipment**

You are expected to demonstrate proper care when using the company's property and equipment. No property may be removed from the premises without the proper authorization of management. If you lose, break or damage any property, report it to the Vice President at once.

## **Employee Referral Bonus**

The company will pay a referral bonus to any employee who refers an applicant to our company who is ultimately hired by the company to a full-time position. The bonus is payable upon completion of the newly hired employee's first six months of employment. The referring employee must still be employed with the company at the time the bonus is to be given. Employee referrals must be directed to the Vice President.

## **Severe Weather**

Severe weather is to be expected during certain months of the year. Although driving may at times be difficult, when caution is exercised the roads are normally passable. Except in cases of severe storms, we are all expected to work our regular hours. Time taken off due to poor weather conditions while the business remains open is unpaid.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

If extreme weather conditions require closing of the building, you will be notified by the client.

## **Natural Disasters**

Natural disasters, including earthquakes, hurricanes, mudslides, floods and fires are to be expected from time to time. Although driving may be difficult in some areas due to damaged freeways and streets, when caution is exercised the roads are normally passable or alternate routes are available. Except in severe cases, we are all expected to work our regular hours. Time taken off due to natural disasters while the business remains open is unpaid.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

If extreme weather conditions require closing of the building, you will be notified by the client.

## **Personal Telephone Calls**

It is important to keep our telephone lines free for client calls. Although the occasional use of the company's telephones for a personal emergency may be necessary, routine personal calls are discouraged.

Personal cellular telephones must be turned off or set to a silent alert during working hours while on company premises.

Employees are prohibited from using cellular telephones to text message during working hours while on company premises.

## **Electronic Mail and Voice Mail Monitoring**

We recognize your need to be able to communicate efficiently with fellow employees and clients. Therefore, we have installed electronic mail (e-mail) and voice mail systems to facilitate the transmittal of business-related information within the company and with our clients.

The e-mail and voice mail systems are intended for business use only. The use of the company's e-mail and/or voice mail systems to solicit fellow employees or distribute non job-related information to fellow employees is prohibited to the extent allowed by applicable law.

Our company's policies against sexual and other types of harassment apply fully to the e-mail and voice mail systems. Violations of those policies are not permitted and may result in disciplinary action, up to and including discharge. Therefore, employees are also prohibited from the display or transmission of sexually-explicit images, messages, ethnic slurs, racial epithets or anything that could be construed as harassment or disparaging to others.

Employees shall not use unauthorized codes or passwords to gain access to others' files and or accounts.

All e-mail and voice mail passwords must be made available to the company at all times. Please notify the Vice President if you need to change your password.

Violation of this policy may result in disciplinary action, up to and including discharge.

For business purposes, management reserves the right to enter, search and/or monitor the company's private e-mail and voice mail systems and the files/transmissions of any employee without advance notice and consistent with applicable state and federal laws. Employees should expect that communications that they send and receive by the company's private e-mail and voice mail systems will be disclosed to management. Employees should not assume that communications that they send and receive by the company's private e-mail and voice mail systems are private or confidential.

## **Internet Usage and Monitoring**

As a growing company, we recognize the need to stay on the cutting edge of technology. This is one of the reasons we allow employees to have access to the Internet.

The Internet is intended for business use only. Use of the Internet for any non-business purpose, including but not limited to, personal communication or solicitation, purchasing personal goods or services, gambling and downloading files for personal use, is strictly prohibited.

Our company's policies against sexual and other types of harassment apply fully to Internet usage. Violations of those policies are not permitted and may result in disciplinary action, up to and including discharge. Therefore, employees are also prohibited from displaying, transmitting and/or downloading sexually explicit images, messages, ethnic slurs, racial epithets or anything that could be construed as harassment or disparaging to others.

Consistent with applicable federal and state law, the time you spend on the Internet may be tracked through activity logs for business purposes. All abnormal or inappropriate usage will be investigated thoroughly. For business purposes, management reserves the right to search and/or monitor the company's Internet usage and the files/transmissions of any employee without advance notice and consistent with applicable state and federal laws. Employees should expect that communications that they send and receive by the Internet will be disclosed to management. Employees should not assume that communications that they send and receive by the Internet are private or confidential.

Employees learning of any misuse of the Internet shall notify a member of management.

Violation of this policy may result in disciplinary action up to and including discharge.



## Acceptable Use of Electronic Communications

This policy contains guidelines for Electronic Communications created, sent, received, used, transmitted, or stored using company communication systems or equipment and employee provided systems or equipment used either in the workplace, during working time or to accomplish work tasks. "Electronic Communications" include, among other things, messages, images, data or any other information used in e-mail, instant messages, voice mail, fax machines, computers, personal digital assistants (including Blackberry, iPhone or similar devices), text messages, pagers, telephones, cellular and mobile phones including those with cameras, Intranet, Internet, back-up storage, information on a memory or flash key or card, jump or zip drive or any other type of internal or external removable storage drives. In the remainder of this policy, all of these communication devices are collectively referred to as "Systems."

Employees may use our Systems to communicate internally with co-workers or externally with clients, suppliers, vendors, advisors, and other business acquaintances for business purposes.

All Electronic Communications contained in company Systems are company records and/or property. Although an employee may have an individual password to access our Systems, the Systems and Electronic Communications belong to the company. The Systems and Electronic Communications are accessible to the company at all times including periodic unannounced inspections. Our Systems and Electronic Communications are subject to use, access, monitoring, review, recording and disclosure without further notice. Our Systems and Electronic Communications are not confidential or private. The company's right to use,

access, monitor, record and disclose Electronic Communications without further notice applies equally to employee-provided systems or equipment used in the workplace, during working time, or to accomplish work tasks.

Although incidental and occasional personal use of our Systems that does not interfere or conflict with productivity or the company's business or violate policy is permitted, personal communications in our Systems are treated the same as all other Electronic Communications and will be used, accessed, recorded, monitored, and disclosed by the company at any time without further notice. Since all Electronic Communications and Systems can be accessed without advance notice, employees should not use our Systems for communication or information that employees would not want revealed to third parties.

Employees may not use our Systems in a manner that violates our policies including but not limited to Non-Harassment, Sexual Harassment, Equal Employment Opportunity, Confidentiality of Client Matters, Protecting Company Information, Solicitation and Distribution, Electronic Mail, Voice Mail and Monitoring, and Internet Usage and Monitoring. Employees may not use our Systems in any way that may be seen as insulting, disruptive, obscene, offensive, or harmful to morale. Examples of prohibited uses include, but are not limited to, sexually-explicit drawings, messages, images, cartoons, or jokes; propositions or love letters; ethnic or racial slurs, threats, or derogatory comments; or any other message or image that may be in violation of company policies.

In addition, employees may **not** use our Systems:

- To download, save, send or access any defamatory, discriminatory or obscene material;
- To download, save, send or access any music, audio or video file;
- To download anything from the internet (including shareware or free software) without the advance written permission of the Systems Supervisor;
- To download, save, send or access any site or content that the company might deem “adult entertainment;”
- To access any “blog” or otherwise post a personal opinion on the intranet;
- To solicit employees or others;
- To attempt or to gain unauthorized or unlawful access to computers, equipment, networks, or systems of the company or any other person or entity;
- In connection with any infringement of intellectual property rights, including but not limited to copyrights; and
- In connection with the violation or attempted violation of any law.

An employee may not misrepresent, disguise, or conceal his or her identity or another’s identity in any way while using Electronic Communications; make changes to Electronic Communications without clearly indicating such changes; or use another person’s account, mail box, password, etc. without prior written approval of the account owner and without identifying the actual author.

Employees must always respect intellectual property rights such as copyrights and trademarks. Employees must not copy, use, or transfer proprietary materials of the company or others without appropriate authorization.

All Systems passwords and encryption keys must be available and known to the company. Employees may not install password or encryption programs without the written permission of the Vice President. Employees may not use the passwords and encryption keys belonging to others.

Numerous state and federal laws apply to Electronic Communications. The company will comply with applicable laws. Employees also must comply with applicable laws and should recognize that an employee could be personally liable and/or subject to fine and imprisonment for violation of applicable laws.

Violations of this policy may result in disciplinary action up to and including discharge as well as possible civil liabilities or criminal prosecution. Where appropriate, the company may advise legal officials or appropriate third parties of policy violations and cooperate with official investigations. We will not, of course, retaliate against anyone who reports possible policy violations or assists with investigations.

If you have questions about the acceptable use of our Systems or the content of Electronic Communications, ask the Vice President for advance clarification.

## **Dress Policy**

Employees are expected to maintain the highest standards of personal cleanliness and present a neat, professional appearance at all times.

Our clients' satisfaction represents the most important and challenging aspect of our business. Whether or not your job responsibilities place you in direct client contact, you represent the company with your appearance as well as your actions. The properly-attired individual helps to create a favorable image for the company, to the public and fellow employees.

The company maintains a business casual environment. All employees should use discretion in wearing attire that is appropriate for the office and client interaction.

## **Reference Checks**

Our company will not honor any oral requests for references. All requests must be in writing and on company letterhead. Generally, we will only confirm our employees' dates of employment, salary history and job title.

Under no circumstances should an employee provide another individual with information regarding current or former employees of our company. If you receive a request for reference information, please forward it to the Vice President.

## **Protecting Company Information**

Protecting our company's information is the responsibility of every employee, and we all share a common interest in making sure information is not improperly or accidentally disclosed. Do not discuss the company's confidential business with anyone who does not work for us. You may be required to sign a non-compete and/or a nondisclosure agreement as a condition of your employment, in accordance with state and federal law.

All telephone calls regarding a current or former employee's position/compensation with our company must be forwarded to the Vice President.

The company's address shall not be used for the receipt of personal mail.

## **Document Retention**

The company maintains a formal document retention policy and procedure. The Vice President will explain how that policy applies to you and the work that you perform. You must retain all work products in the manner required and for the time period required by our policy. Never destroy or delete any work product until the retention periods specified by the company's policy have been satisfied. Failure to comply with the company document retention policy and procedure may result in discipline up to and including discharge.

## **Conflict of Interest/Code of Ethics**

A company's reputation for integrity is its most valuable asset and is directly related to the conduct of its officers and other employees. Therefore, employees must never use their positions with the company, or any of its clients, for private gain, to advance personal interests or to obtain favors or benefits for themselves, members of their families or any other individuals, corporations or business entities.

The company adheres to the highest legal and ethical standards applicable in our business. The company's business is conducted in strict observance of both the letter and spirit of all applicable laws and the integrity of each employee is of utmost importance.

Employees of the company shall conduct their personal affairs such that their duties and responsibilities to the company are not jeopardized and/or legal questions do not arise with respect to their association or work with the company.

## **Outside Employment (Except California Employees)**

We hope that you will not find it necessary to seek additional outside employment. However, if you are planning to accept an outside position, you must notify the Vice President in writing.

Outside employment must not conflict in any way with your responsibilities within our company. You may not work for competitors nor may you take an ownership position with a competitor.

Employees may not conduct outside work or use company property, equipment or facilities in connection with outside work while on company time.

## **Contact with the Media**

All media inquiries regarding the company and its operations must be referred to the Vice President. Only the Vice President is authorized to make or approve public statements pertaining to the company or its operations. No employees, unless specifically designated by the Vice President, are authorized to make those statements.



## **Office Supplies**

Our company maintains a stock of basic office supplies such as pens, paper clips, staples, note pads, etc. used on a day-to-day basis by employees. All office supplies will be provided to you by the client.

If you need additional items not regularly stocked, please speak to the client to place a special order.

All office supplies are for business use only and should not be removed from the office for non-business use. Violations of this policy may result in disciplinary action up to and including discharge.

## **Recording Devices in the Workplace**

Employees are prohibited from having any form of recording or photography device in the workplace and from recording or photographing fellow employees in the workplace or during working time. Violations of this policy may result in discipline (including the possibility of discharge), immediate removal of the recording device and/or the employee from the workplace, and retention of the recording device for inspection by the company and/or legal authorities. Limited exceptions will apply when the employee in possession of the recording device has been provided advance written authorization to use the recording device by an authorized member of company management and the recording device is being used in an authorized manner to further company business.

Prohibited “recording devices” under this policy include but are not limited to cameras, camcorders, video devices, picture or video capable cellular telephones, cassette recorders, and digital voice or image recorders. Cellular telephones, PDAs, MP3 and DVD devices, portable computers, and other devices are covered if they are equipped with any device or technology that has the capability to record images or sounds. This prohibition applies irrespective of whether the recording capability is activated or not.

## **If You Must Leave Us**

Should you decide to leave your employment with us, we ask that you provide the Vice President with at least four weeks' advance notice. Your thoughtfulness is appreciated and will be noted favorably should you ever wish to reapply for employment with the company.

Generally, we will confirm upon request our employees' dates of employment, salary history and job title.

Additionally, all resigning employees should complete a brief exit interview prior to leaving. All company property, including this Employee Handbook, must be returned upon discharge. Otherwise, the company may take action to recoup any replacement costs and/or seek the return of company property through appropriate legal recourse.

You should notify the company if your address changes during the calendar year in which discharge occurs so that your tax information will be sent to the proper address.



## **Safety in the Workplace**

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## Each Employee's Responsibility

Safety can only be achieved through teamwork at our company. Each employee, supervisor and manager must practice safety awareness by thinking defensively, anticipating unsafe situations and reporting unsafe conditions immediately.

Please observe the following precautions:

1. Notify the Vice President of any emergency situation. If you are injured or become sick at work, no matter how slightly, you must inform the Vice President immediately.
2. The use of alcoholic beverages or illegal substances during working hours will not be tolerated. The possession of alcoholic beverages or illegal substances on the company's property is forbidden.
3. Use, adjust and repair machines and equipment only if you are trained and qualified.
4. Know the proper lifting procedures. Get help when lifting or pushing heavy objects.
5. Understand your job fully and follow instructions. If you are not sure of the safe procedure, don't guess; just ask the Vice President.
6. Know the locations, contents and use of first aid and fire fighting equipment.

A violation of a safety precaution is in itself an unsafe act. A violation may lead to disciplinary action, up to and including discharge.

## **Workplace Violence**

Violence by an employee or anyone else against an employee, supervisor or member of management will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage to company property in the event someone, for whatever reason, may be unhappy with a company decision or action by an employee or member of management.

If you receive or overhear any threatening communications from an employee or outside third party, report it to the Vice President at once. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee or visitor to our premises, contact an emergency agency (such as 911) immediately.

All reports of work-related threats will be kept confidential to the extent possible, investigated and documented. Employees are expected to report and participate in an investigation of any suspected or actual cases of workplace violence and will not be subjected to disciplinary consequences for such reports or cooperation.

Violations of this policy, including your failure to report or fully cooperate in the company's investigation, may result in disciplinary action, up to and including discharge.



## **Workplace Searches**

To protect the property and to ensure the safety of all employees, clients and the company, the company reserves the right to conduct personal searches consistent with state law, and to inspect any packages, parcels, purses, handbags, brief cases, lunch boxes or any other possessions or articles carried to and from the company's property. In addition, the company reserves the right to search any employee's office, desk, files, locker, equipment or any other area or article on our premises. In this regard, it should be noted that all offices, desks, files, lockers, equipment, etc. are the property of the company, and are issued for the use of employees only during their employment. Inspection may be conducted at any time at the discretion of the company.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. Employees working on or entering or leaving the premises who refuse to cooperate in an inspection, as well as employees who after the inspection are believed to be in possession of stolen property or illegal substances, will be subject to disciplinary action, up to and including discharge, if upon investigation they are found to be in violation of the company's security procedures or any other company rules and regulations.

## **Smoking in the Workplace**

### **Massachusetts, New Jersey, New York, and Pennsylvania Employees**

Our company is committed to providing a safe and healthy environment for employees and visitors. Smoking is not permitted.

### **All Other Employees**

Our company is committed to providing a safe and healthy environment for employees and visitors. Smoking is allowed only in designated areas.

Violations of this policy may result in disciplinary action, up to and including discharge.

## **No Weapons in the Workplace**

Possession, use or sale of weapons, firearms or explosives on work premises, while operating company machinery, equipment or vehicles for work-related purposes or while engaged in company business off premises is forbidden except where expressly authorized by the company and permitted by state and local laws. This policy applies to all employees, including but not limited to, those who have a valid permit to carry a firearm.

Employees who are aware of violations or threats of violations of this policy are required to report such violations or threats of violations to the Vice President immediately.

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

## **Substance Abuse**

The company has vital interests in ensuring a safe, healthy and efficient working environment for our employees, their co-workers and the clients we serve. The unlawful or improper presence or use of controlled substances or alcohol in the workplace presents a danger to everyone. For these reasons, we have established as a condition of employment and continued employment with the company the following substance abuse policy.

Employees are prohibited from reporting to work or working while using illegal or unauthorized substances. Employees are prohibited from reporting to work or working when the employee uses any controlled substance, except when the use is pursuant to a doctor's orders and the doctor advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her job duties.

In addition, employees are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale or possession of illegal or unauthorized substances and alcohol in the workplace including: on company paid time, on company premises, in company vehicles, or while engaged in company activities. Our employees are also prohibited from reporting for duty or remaining on duty with any alcohol in their systems. Employees are further prohibited from consuming alcohol during working hours, including meal and break periods.

Your employment or continued employment with the company is conditioned upon your full compliance with the foregoing substance abuse policy. Any violation of this policy may result in disciplinary action, up to and including discharge.

Consistent with its fair employment policy, the company maintains a policy of non-discrimination and reasonable accommodation with respect to recovering addicts and alcoholics, and those having a medical history reflecting treatment for substance abuse conditions. We encourage employees to seek assistance before their substance or alcohol use renders them unable to perform their essential job functions or jeopardizes the health and safety of themselves or others. The company will attempt to assist its employees through referrals to rehabilitation, appropriate leaves of absence and other measures consistent with the company's policies and applicable federal, state or local laws.

The company further reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy including, but not limited to, the inspection of company issued lockers, desks or other suspected areas of concealment, as well as an employee's personal property when the company has reasonable suspicion to believe that the employee has violated this substance abuse policy.

This policy represents management guidelines. For more information, please speak to the Vice President.

## **Receipt of Employee Handbook and Employment-At-Will Statement**

This is to acknowledge that I have received a copy of the Tanisha Systems Inc Employee Handbook and I understand that it contains information about the employment policies and practices of the company. I agree to read and comply with this Employee Handbook. I understand that the policies outlined in this Employee Handbook are management guidelines only, which in a developing business will require changes from time to time. I understand that the company retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the company. I understand that this Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

I understand that except for the policy of at-will employment, which can only be changed by the Vice President of the company in a signed written contract, the company reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. All such revisions, deletions or additions to the Employee Handbook will be in writing and will be signed by the Vice President of the company. I understand that no oral statements or representations can change the provisions of this Employee Handbook.

I understand that this Employee Handbook is not intended to create contractual obligations with respect to any matters it covers and that the Employee Handbook does not create a contract guaranteeing that I will be employed for any specific time period.

**THIS COMPANY IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, THE COMPANY OR I MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED—WITH ME OR ANY EMPLOYEE FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME UNLESS SUCH AN AGREEMENT IS IN A WRITTEN CONTRACT SIGNED BY THE VICE PRESIDENT OF THE COMPANY.**

I understand that this Employee Handbook refers to current benefit plans maintained by the company and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

I also understand that if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

If I have questions regarding the content or interpretation of this Employee Handbook, I will ask the Vice President or a member of management.

NAME \_\_\_\_\_

DATE \_\_\_\_\_

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





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