

**P R I N T & D E S I G N**

**PDS**

**S O L U T I O N S I N C**

**EMPLOYEE HANDBOOK**

January 2026

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## **INTRODUCTION**

Welcome to PDS! One of the most important assets of any company is its employees. At the heart of every successful organization is a group of people who work together toward a common goal. We believe that we are such a company. We welcome you to our team.

## **THIS HANDBOOK**

This employee handbook is presented for your information. We hope that it will introduce you to Print & Design Solutions, Inc. doing business as PDS (the "Company") and enhance your job performance and satisfaction. However, this handbook is not a contract of employment and does not guarantee your continued employment.

**This handbook supersedes any prior handbook, verbal or written policy or procedure that may conflict with its provisions. We reserve the right to modify or change any of the policies or procedures contained in this handbook as necessary, except for the policy of at-will employment and the arbitration agreement. Any changes to this handbook will be in writing. No oral statements, representations, conduct or practices of any officer or employee of the company will modify any of these policies.**

If any provision, or portion of any provision of this handbook, is held to be in conflict with a mandatory provision of applicable law, the conflicting provision, or portion thereof of this handbook, is deemed to be modified automatically to comply with the applicable law.

## **AT-WILL**

All employees of the Company, including you, are employed at will. This means that we may change the terms and conditions of your employment at any time, with or without advance notice or cause. It also means you may terminate your employment at any time, for any reason, and we have the same right to terminate your employment at any time for any reason. In fact, every aspect of your employment relationship with the Company is on an at-will basis. As part of your at-will employment, the Company expressly reserves its inherent authority to manage and control its business enterprise and to exercise its sole discretion to determine all issues pertaining to your employment, including all matters concerning promotion, job assignment, the size of the workforce, demotion, transfer, and discipline. No one other than Management has the authority to alter this arrangement, to enter into an agreement for employment for a specified period, or to make any agreement contrary to this policy. Furthermore, any agreement which alters the "at-will" nature of employment must be in writing and must be signed by Management and you and/or your authorized representative.

## **I. EMPLOYMENT POLICIES**

### **1.1 EQUAL EMPLOYMENT OPPORTUNITY**

We provide equal employment opportunities to all qualified applicants and employees without discrimination with regard to race, religion, creed, color, sex, pregnancy, age, sexual orientation, gender, gender identification and expression, physical or mental disability, medical condition, genetic characteristics, marital status, veteran or military status, ancestry, citizenship, national origin, or any other classification protected by law ("Protected Characteristics"). We also prohibit discrimination based on the perception that anyone has any of those Protected Characteristics, or is associated with a person who has or is perceived as having any of those Protected Characteristics.

We are committed to maintaining a work environment which is free from discrimination. It is offensive to abuse another person's dignity through ethnic, racist or sexist slurs, or other derogatory or objectionable conduct. You may not discriminate against another employee because of that person's actual or perceived Protected Characteristics. We will not tolerate discrimination by any employee (including supervisors, managers or co-workers), volunteer, intern, or independent contractor of the Company, or by any outside persons in contact with our employees, volunteers, interns, and independent contractors (including our customers, potential customers, vendors, delivery persons, etc.).

This policy extends to conduct with a connection to your work, even when the conduct takes place away from our premises, such as a business trip or business-related social function.

We will reasonably accommodate the known physical or mental disabilities or religious beliefs or practices of an otherwise qualified employee, unless undue hardship would result. If you require accommodation to perform the essential functions of your job, please contact Management . We will work with you to determine whether there are any reasonable accommodations that would enable you to perform your job duties without causing undue hardship to the Company.

Please report all concerns about possible discrimination in accordance with the complaint procedure set forth below in our Harassment, Discrimination and Retaliation policy.

### **1.2 POLICY AGAINST HARASSMENT, DISCRIMINATION & RETALIATION**

We are committed to maintaining a harassment-free work environment. We prohibit sexual harassment and harassment based on Protected Characteristics. We also prohibit harassment based on the perception that anyone has any of those Protected Characteristics, or is associated with a person who has or is perceived as having any of those Protected Characteristics.

This policy applies to everyone involved in the operation of the Company and sets a standard of expected behavior for all persons working in or with our Company. We will

not tolerate harassment by or against any applicant, employee (including supervisors, managers or co-workers), intern, volunteer or independent contractor of the Company, or by any outside persons in contact with our employees, interns, volunteers and independent contractors (including our customers, potential customers, vendors, delivery persons, etc.).

Harassment of any kind, including sexual harassment, of one employee by another employee, supervisor or third party is prohibited by both California Government Code sections 12940 and 12950 and Title VII of the United States Civil Rights Act of 1964.

### ***Prohibited Discrimination and Harassment***

The Company prohibits discrimination and harassment against applicants, clients, contractors, customers, employees, guests, interns, volunteers, vendors, and others based on any protected characteristic or status, as defined by law, including:

- Age (40 and over);
- Ancestry;
- Color;
- Exercising the right to family care and medical leave;
- Gender;
- Gender identity;
- Gender expression;
- Genetic information;
- Marital status;
- Medical condition (cancer and genetic characteristics);
- Mental disability (including clinical depression and bipolar disorder);
- Military and veteran status;
- National origin (including language use restrictions and possession of a driver's license issued under Vehicle Code section 12801.9);
- Physical disability (including HIV/AIDS, hepatitis, epilepsy, seizure disorder, diabetes, multiple sclerosis, and heart disease);
- Race (including traits associated with race, including but not limited to hair texture and protective hairstyles, which includes but is not limited to braids, locks, and twists);
- Religious creed (including religious dress and grooming);
- Reproductive health decision making (which includes, but is not limited to, "a decision to use or access a particular drug, device, product, or medical service for reproductive health")
- Sex (including pregnancy, childbirth, breastfeeding, or related medical conditions); or
- Sexual orientation.

The prohibition against discrimination and harassment applies not only to the Company, but also to coworkers, supervisors, managers, and third parties with whom an employee may come into contact.

Harassment of any employee by another co-worker, supervisor or manager, third party, or anyone with whom the employee comes into contact while engaging in job duties for the Company is strictly prohibited by law and a violation of the Company's policy. Likewise, harassment by any employee toward any customer, vendor, guest, client or other third party of the Company is also strictly prohibited.

### ***Prohibited Harassment***

Harassment in violation of this policy generally consists of unwelcome conduct based on a characteristic or status protected by law, including:

- Verbal harassment, such as epithets, derogatory comments, or slurs;
- Physical harassment, such as assault, impeding or blocking movement, or any physical interference with normal work or movement; or
- Visual forms of harassment, such as derogatory posters, cartoons, or drawings.

A complete list of such prohibited conduct is not possible. However, some examples of prohibited behavior include:

- Mimicking another's culture, accent, appearance, or customs;
- Posting cartoons that denigrate another's religion; or
- Mocking a person's physical or mental disabilities.

Please be aware that California law provides that any employee who engages in unlawful harassment will be personally liable to anyone who is harmed.

### ***Prohibited Sexual Harassment***

Unlawful harassment consists of many forms of offensive behavior, including sexual harassment, which also means harassment based on gender, pregnancy, childbirth, or related medical conditions. It includes harassment of a person of the same or different gender. The conduct does not need to be motivated by sexual desire in order to be prohibited. Sexual harassment is not only a violation of Company policy, it is a violation of both California and federal law.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature when either: (1) submission to such conduct is an explicit or implicit condition for employment decisions affecting the individual; or (2) such conduct has the purpose or effect of

unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

Examples of prohibited sexual harassment include:

- Threatening to, or actively making, job decisions such as discharge, demotion, or reassignment if sexual favors are not granted;
- Demanding sexual favors in exchange for favorable or preferential treatment;
- Making offensive, insulting, derogatory, or degrading remarks relating to sex, gender, pregnancy, childbirth, or related medical conditions;
- Making unwelcome comments about an individual's physical appearance;
- Kidding, teasing, or joking about sexual matters, or using sexually explicit or offensive language, either in person, on paper, or through email or other electronic means, including text messages;
- Displaying in the workplace sexually suggestive objects, pictures, or cartoons, including material from the Internet;
- Making offensive contact, such as hugging, grabbing, patting, pinching, or brushing against another's body;
- Using obscene or sexually oriented language or gestures; and
- Making repeated offensive sexual flirtations, advances, and propositions.

As part of our commitment to providing a harassment-free workplace, we will provide and require training for all of our employees. This training is provided within six months of hire (or promotion to a management position), and once every two years thereafter. The training covers not only sexual harassment prevention, but also prevention of all other forms of prohibited harassment, discrimination, retaliation and abusive conduct. While it is nearly impossible to prevent all forms of employee conflict in any business, we believe that training our employees how to recognize and prevent harassment, discrimination, retaliation and abusive conduct goes a long way toward eliminating prohibited conduct in our workplace.

### ***Retaliation Prohibited***

The Company prohibits any form of retaliation against an employee for:

- Reporting discrimination or harassment;
- Submitting a report or helping another to submit a report pursuant to this policy;
- Requesting a reasonable accommodation for a mental or physical disability, pregnancy, or religious belief;
- Opposing any conduct or practice that the employee reasonably and in good faith believes to be unlawful or contrary to this policy;
- Assisting or participating in an investigation;

- Filing a complaint with a government agency or participating in an investigation, proceeding, or hearing concerning discrimination or harassment; or
- Exercising any other legally protected rights.

Retaliation is a serious violation of this policy, and incidents of retaliation must be reported immediately.

### ***Reporting Discrimination, Harassment, or Retaliation***

An employee who witnesses or experiences conduct that is harassing, discriminatory, retaliatory, or otherwise inconsistent with this policy must immediately report the matter. While an oral report may be submitted, a written report is preferred to ensure a proper investigation and outcome. The report must be submitted to Management.

All supervisors or managers who receive any complaint of discrimination, harassment, or retaliation, or who directly observe conduct that violates this policy, must immediately report the matter to Human Resources, as appropriate, for investigation.

It is a violation of this policy for anyone to attempt to discourage or prevent another from reporting discrimination, harassment, or retaliation.

### ***Investigation of Reports***

When a potential violation of this policy is reported, the Company will:

- Conduct a timely, fair, and thorough investigation that provides all persons appropriate due process;
- Use only a qualified and impartial manager(s) or consultant(s) to conduct an investigation;
- Document and track the complaint, investigation, and outcome;
- Maintain confidentiality throughout the investigation to the extent possible under the circumstances;
- Consider appropriate options for remedial actions and resolutions; and
- Reach a reasonable conclusion based on the evidence collected.

The results of the investigation will normally be communicated to the complainant, the person(s) about whom the complaint was made, and to others directly concerned, as appropriate. If harassment or discrimination is found to have occurred, appropriate disciplinary action, up to and including termination, will be taken against the individual who engaged in the prohibited conduct and further harassment and/or discrimination prevented. Disciplinary and/or remedial measures may include but are not limited to verbal or written warnings, suspension, mandatory enrollment in harassment/discrimination training, counseling and/or termination. Appropriate action will be taken to remedy the situation.

Measures will be undertaken to protect those who use the complaint procedure from any further acts of harassment, discrimination, coercion or intimidation, and from retaliation due to their reporting an incident of this type or participating in an investigation or proceeding concerning the alleged harassment or discrimination. It is the obligation of all employees to cooperate fully in the investigation process. In addition, disciplinary action will be taken against any associate(s) who attempt to discourage or prevent any harassment or discrimination victim from using the Company's complaint procedure to report harassing or discriminatory conduct.

Employees will not be discriminated or retaliated against for reporting a good faith complaint of harassment or discrimination. Employees will not be retaliated against for participating in the investigation of a harassment complaint. We consider retaliation to be a serious violation of this policy and urge you to report any incidents of retaliation immediately.

Employees are urged to allow the Company to investigate and resolve any violations of this policy. Employees also have the legal right to contact the California Civil Rights Department (CRD) at 800-884-1684 or [www.calcivilrights.ca.gov](http://www.calcivilrights.ca.gov) or the Equal Employment Opportunity Commission at 800-669-4000 or [www.eeoc.gov](http://www.eeoc.gov). The CRD serves as a neutral fact-finder and attempts to help the parties voluntarily resolve disputes. If the CRD finds sufficient evidence to establish that a violation occurred and settlement efforts fail, the CDR may file a lawsuit. Employees also may pursue the matter through a lawsuit after a complaint has been filed with CRD and a right-to-sue notice has been issued.

Remedial measures available, through either the Company or the CRD, for someone harmed by discrimination, harassment, or retaliation may include reinstatement, backpay, reimbursement of out-of-pocket expenses, hiring, transfer, reassignment, promotion, cease and desist orders, posting of notices, training, testing, expunging of records, reporting of records, disciplinary action up to and including termination of employment, and any other actions necessary to ensure that no further violations of this policy occur.

### **1.3 BULLYING, ABUSIVE CONDUCT OR COMMUNICATIONS**

Bullying, malicious gossip, abusive conduct and abusive communications disrupt workplace operations, interfere with others' privacy and hurt other people. Engaging in concerted protected activity is permitted by law and will not by itself result in disciplinary action or termination. None of these policies are intended to interfere with employees' rights protected by Section 7 of the National Labor Relations Act or other local, state or federal laws to engage in concerted protected activity or to discuss the terms of their employment or working conditions with or on behalf of co-workers, or to bring such issues to the attention of management at any time. You may not bully or engage in malicious gossip, abusive conduct or communications about other employees of our Company.

Bullying is defined as repeated intentional and malicious behaviors by an employer or employee at the workplace, directed at an employee, that is intended to degrade, humiliate, embarrass, or otherwise undermine the employee's performance in a manner

unrelated to legitimate business interests. It may include verbal abuse (such as repeated derogatory remarks, insults or epithets), offensive conduct or behaviors which a reasonable person would find to be threatening, humiliating or intimidating. It may also include work interference, gratuitous sabotage or undermining of a person's work performance without legitimate business purpose. A single act does not constitute abusive conduct unless it is especially severe or egregious.

This policy extends to conduct with a connection to your work, even when the conduct takes place away from our premises, such as a business trip or business-related social function. This rule is intended to protect our employees from all forms of abusive behavior in the workplace. None of these policies are intended to interfere with employees' rights protected by Section 7 of the National Labor Relations Act or other local, state or federal laws to engage in concerted protected activity or to discuss the terms of their employment or working conditions with or on behalf of co-workers, or to bring such issues to the attention of management at any time.

#### **1.4 FRATERNIZATION**

We strongly discourage personal and social relationships between supervisory and non-supervisory employees because they may lead to misunderstandings, complaints of favoritism, lack of objectivity, sexual harassment, or severe employee morale problems.

If you date or ask to date, make sexual overtures toward or accept sexual overtures from, or attempt to establish a romantic or sexual relationship with any employee working under your direct or indirect supervision or management, you must immediately disclose the circumstances to Management.

Your relationship with another employee (including sexual or romantic relationships, family relationships, close friendships, roommates or similar relationships, whether or not one of you is a supervisor or manager of the other) must not disrupt Company operations or violate our policy against harassment contained in this handbook.

#### **1.5 IMMIGRATION LAW COMPLIANCE**

We are required by the Immigration Reform and Control Act of 1986 to verify all regular and temporary employees' identity and their right to employment in the United States. Your employment is contingent upon providing this documentation and keeping it current with us throughout your employment.

To meet this obligation, you must provide the Company with documentation establishing your identity and legal right to work in the United States within three working days after your hire date. If you have not completed this verification within three days, you may not work until the verification process has been completed.

The Company will monitor the expiration dates of identity and legal authorizations to work in the United States. You must keep this documentation updated throughout your

employment to maintain your continued employment status. You must also notify Human Resources of any change in your immigration status.

If your right to work documentation expires, you will be put on inactive status, and you will have five business days to submit renewed documentation of your right to work. If you do not do so, we are required to terminate your employment.

Falsification of any documents required for verification of employment eligibility constitutes grounds for denial of employment to any applicant or, for employees, disciplinary action up to and including termination from employment, regardless of when discovered.

## **1.6 EMPLOYMENT STATUS**

### **1.6.1 Regular Full-Time Employee**

Regular full-time employees are regularly scheduled to work at least 40 hours in a workweek. Regular full-time employees are entitled to all Company-sponsored benefits described in this handbook, as specified by our current carriers or as required by law.

### **1.6.2 Regular Part-Time Employee**

Regular part-time employees are regularly scheduled to work less than 40 hours in a workweek. Regular part-time employees will be eligible for some of the Company-sponsored benefits described in this handbook, as specified by our current carriers or as required by law.

### **1.6.3 Temporary Employee**

Temporary employees are scheduled to work a limited period of time. A temporary employee may be either full-time or part-time. A temporary employee will receive no Company-sponsored benefits except as required by law.

### **1.6.4 Exempt Employee**

An exempt employee is one whose wages and duties are not covered by certain wage and time requirements of applicable local, state or federal regulations. An exempt employee does not receive overtime and does not follow the same time card procedures as a non-exempt employee. Exempt employees will be notified of their exempt status by management.

### **1.6.5 Non-Exempt Employee**

A non-exempt employee is paid on the basis of hours worked per pay period and receives compensation for overtime. Non-exempt employees must follow the timekeeping procedures set forth in this handbook. All employees are non-exempt unless notified otherwise by management.

#### 1.6.6 Reference Checks/Clearances/Licenses

We confirm the employment and personal references of all applicants prior to hire. If we discover after your hire that you submitted incomplete or false information in your application process, you will be disciplined or terminated.

If you are required to drive Company or personal vehicles on Company business, you must have and maintain a valid California driver's license and remain eligible for coverage under our insurance policy. You must also provide a valid insurance declaration establishing your own insurance coverage for your personal vehicle, if applicable.

If a license or certification is required to perform your job duties, you are responsible for obtaining and maintaining that license or certification. If a license (other than a driver's license) or certification is required for your job position, we may reimburse you for the costs of obtaining that license or certification in certain circumstances.

#### 1.6.7 Outside Employment & Other Activities

You may participate in outside employment or in any other activity as long as it does not directly or indirectly create a conflict of interest with our Company or interfere with your job performance. If a conflict arises or you are unable to maintain a high work performance standard as a result of your outside job or activity, we will ask you to choose between that position or activity and your continued employment with us.

#### 1.6.8 Introductory Period

You are considered an introductory employee during your first 90 days of employment with us. During this period, we will evaluate your work attitude, attendance, performance and ability to work with other employees and supervisors. Likewise, during this period, you have the opportunity to determine if you are satisfied with your position and working environment. While in your introductory period, you will not receive Company-sponsored benefits, except as noted or as mandated by law.

When you have satisfactorily completed your introductory period, you will become a regular (full or part-time) employee. Completing your introductory period does not alter your at-will employment status.

#### 1.6.9 Promotion and Job Openings

We may post certain job openings or promotions. Current employees may be given first consideration after our review of such factors as education, experience, performance record, ability and skills. Whether a job opening is suitable for promotion or transfer from within the Company is in management's sole discretion. If you are transferred or promoted into a new position, you must go through a new introductory period.

#### **1.6.10 Terminations**

Termination is the severance of our employee-employer relationship, whether by resignation, layoff, discharge, retirement or death. As an at-will employee, you have the right to terminate your employment at any time and we have a similar right to terminate your employment at any time.

If you choose to resign, we request (but do not require) the courtesy of at least two weeks' written notice so that we can plan ahead for your departure.

If it becomes necessary to reduce staff, we will select employees for layoff based on job performance levels and qualifications, the requirements of available positions, our need for particular skills and experience, and any other business needs of the Company.

### **1.7 CONDITIONS OF EMPLOYMENT**

#### **1.7.1 Work Schedules**

We will provide you with your work schedule when you begin employment. Your work schedule is subject to change as necessary to meet the Company's needs, although we will provide you with reasonable notice to facilitate your personal planning.

#### **1.7.2 Duty-Free and Uninterrupted Meal Periods**

Non-exempt employees are entitled to take an unpaid duty-free and uninterrupted meal period of 30 minutes whenever you work more than five hours. This meal period must begin before you have completed five hours of work. The only exception is where your total shift is not more than six (6) hours, you and your supervisor agree to waive the meal period and you sign a meal period waiver form (please see your supervisor for a meal period waiver form). For example, if you work an eight and one-half (8-½) hour shift from 8:00 a.m. to 4:30 p.m., you must start a meal period before 1:00 p.m. If you work a six (6) hour shift from 8:00 a.m. to 2:00 p.m., your supervisor may allow you to waive the meal period, provided you sign a meal period waiver form.

You are entitled to take a second unpaid duty-free and uninterrupted meal period of 30 minutes whenever you work more than ten hours. This second meal period must be taken before completion of the tenth hour of work. If you have taken your first meal break and your total workday is not more than twelve (12) hours, you may waive the second meal period by completing the meal period waive form.

. You are entitled to take a third unpaid duty-free and uninterrupted meal period of 30 minutes whenever you work more than 15 hours. This meal period should commence before you have completed fifteen hours of work.

The Company will not impede, discourage or dissuade employees from taking meal periods.

You must record the beginning and the end of each meal period on timekeeping tablet or mobile app. If you perform any work for any reason during your meal period(s), you must record it on your time record so that you can be paid for your time. Working off-the-clock during any meal period is strictly prohibited.

If you choose not to take the duty-free and uninterrupted meal period(s) we have provided to you, you must note that you voluntarily waived your meal period on your time record.

You are entitled to leave the premises for your duty-free and uninterrupted meal period(s). You may not skip your meal period(s) in order to work unauthorized overtime, to come in late or to leave early without the prior approval of your supervisor or Management. You may not extend the time you have available to you for a meal period by combining meal periods or by adding rest periods to a meal period.

If you are required by management or by unavoidable work circumstances to delay a meal period beyond the timing noted above, to take a meal period of less than 30 minutes, to work through a meal period, or if your meal period is interrupted for work-related reasons, you will be paid for all time worked and you also will be entitled to receive a one-hour premium at your regular rate of pay. Any late, short, missed or interrupted meal period must be reported to the Company by informing your supervisor or Management. Unless you tell us otherwise, the Company will assume that you are taking all of your meal periods, or that any late, short, missed or interrupted meal period was unrelated to work circumstances. It is important to the Company that you are provided with the opportunity to take complete and timely meal periods. If you are ever unable to take a desired duty-free and uninterrupted meal period in a timely and complete manner for any work-related reason, let your supervisor or Management know immediately so that we can work with you to ensure that your meal periods are always available to you.

You may raise any concerns about your ability to take your meal periods at any time without fear of retaliation; it is our intent that you be able to take all of your designated meal periods, duty-free and uninterrupted, each day of work.

Exempt employees are entitled to take meal periods at reasonable intervals as needed. If your workload prevents you from taking meal periods, let your supervisor or Management know immediately so that we can address the situation.

#### 1.7.3 Duty-Free and Uninterrupted Rest Periods

Non-exempt employees are provided with a net ten-minute rest period for every four hours worked, or major fraction thereof (i.e., more than two hours), except that employees whose work shift will end in 3.5 hours or less are not entitled to a rest period. Duty-free and uninterrupted rest periods are provided as follows: (1) employees working between 3.5 hours to six hours are entitled to take one rest period of ten minutes; (2) employees working shifts of more than six hours to ten hours are entitled to take two rest periods of ten minutes each; (3) employees working shifts of more than ten hours to fourteen hours are entitled to take

three rest periods of ten minutes each, and so on. The Company will not impede, discourage or dissuade employees from taking rest periods.

Your duty-free and uninterrupted rest period(s) should be taken in the middle of each four-hour work period whenever possible. You are entitled to leave the premises for your duty-free and uninterrupted rest period(s). You may not extend the time you have available to you for a rest period by combining rest periods or by adding rest periods to a meal period.

If you are required by management or by unavoidable work circumstances to take a rest period of less than 10 minutes, to work through a rest period, or if your rest period is interrupted for work-related reasons, you will be paid for all time worked and you also will be entitled to receive a one-hour premium at your regular rate of pay. Any short, missed or interrupted rest period must be reported to the Company by informing your supervisor or Management. Unless you tell us otherwise, the Company will assume that you are taking all of your rest periods, or that any short, missed or interrupted rest period was unrelated to work circumstances. It is important to the Company that you are provided with the opportunity to take complete and timely rest periods. If you are ever unable to take a desired duty-free and uninterrupted rest period in a timely and complete manner for any work-related reason, please discuss it immediately with your supervisor or Management so that we can work with you to ensure that your rest periods are always available to you.

You may raise any concerns about your ability to take your rest periods at any time without fear of retaliation; it is our intent that you be able to take all of your designated rest periods, duty-free and uninterrupted, each day of work.

Exempt employees are entitled to take rest periods at reasonable intervals as needed. If your workload prevents you from taking rest periods, let your supervisor or Management know immediately so that we can address the situation.

#### 1.7.4 Lactation Accommodation

The Company will permit employees the opportunity to take a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child each time the employee has a need to express milk. To the extent possible, this break time should run concurrently with any break time already provided to the employee throughout the workday. For non-exempt employees, all break time utilized for this purpose that does not run concurrently with the employees' paid 10-minute rest breaks will be unpaid. Employees who perform work while expressing breast milk will be paid for all time worked.

The Company will provide employees desiring to express breast milk the use of a room or other location (other than a bathroom) in close proximity to the employee's work area for the employee to express milk in private, shielded from view, and free from intrusion while the employee is expressing milk. This room or location will be safe, clean, and free of hazardous materials, as defined by applicable law; contain a surface to place a breast

pump and personal items; contain a place to sit; and have access to electricity or alternative devices needed to operate an electric or battery-powered breast pump. The room or location may include the place where the employee normally works if it otherwise meets the requirements of this policy. Employees will also have access to a sink with running water and a refrigerator or other suitable cooling device for storing milk in close proximity to the employee's workspace.

Employees have a right to request lactation accommodation. The Company has the obligation to respond to such request, so please let your supervisor know in writing if you are in need of an appropriate location to express breast milk. Employees have a right to file a complaint with the Labor Commissioner if they believe a violation of their lactation accommodation rights has occurred. The Company prohibits discrimination or retaliation against any employee requiring lactation accommodation.

We urge you to immediately report any incidents or failures to accommodate your lactation needs to Management, so that we can quickly and fairly resolve those concerns. We will not discriminate or retaliate against you based upon your lactation needs or activity.

### **1.7.5 Attendance**

#### **1.7.5.1 Absences**

Regular and timely attendance is an essential function of every position in our Company. We count on you to be present at work during your assigned shifts, unless you have been excused or there is an emergency or unexpected illness or injury.

If you will be unexpectedly absent for any portion or all of a work day for any reason, you must notify your supervisor at least 60 minutes prior to your starting time, or as soon as possible in light of the circumstances. If your supervisor is not available, you must speak to Management. If the need for an absence is foreseeable, you must provide reasonable advance notification.

If you are absent more than one day, you must provide the same notice each day of absence, unless we have previously approved a specific date for your return to work. If you are absent for three consecutive days without proper notification, we will assume that you have voluntarily resigned your position.

Subject to applicable law, we may require a doctor's certificate for any absence due to illness or injury. We also may require a doctor's certification that you have been released to return to work before you are permitted to return after an illness or injury.

You should not automatically assume that an absence is permissible merely because you have sufficient paid time off benefits available to cover all or a portion of your absence. We may determine that your absences are excessive if, based upon all

the facts and circumstances, it is found to be disruptive to the Company, your co-workers or our customers or to cause an undue hardship to the Company.

#### **1.7.5.2 Tardiness**

We expect you to begin work at your scheduled starting time and promptly after any meal period. You will be considered “tardy” if you clock in after your scheduled starting time or after your scheduled return from any meal period.

#### **1.7.6 Remote Work**

The Company will permit eligible employees to work remotely when their job duties would permit remote work and the Company believes it would be beneficial to the employee as well as to the Company. The Company retains the right in its sole and absolute discretion to designate appropriate positions for telecommuting and approve employees for telecommuting.

Telecommuting does not change your at-will employment status, the conditions of employment or compliance with legal requirements as well as all Company policies and procedures. The Company reserves the right to revise or terminate any previously-approved telecommuting arrangement at any time, without cause or advance notice. Telecommuting is a privilege and may not be appropriate for all employees or job positions.

Your job responsibilities, standards of performance, and performance appraisals remain the same as when working at the regular office worksite. Your supervisor reserves the right to assign work as necessary at any worksite. You may be required to return to the Company’s work location upon notice from the Company. Your remote work status will be evaluated on an ongoing basis to ensure that your work quality, efficiency, and productivity are not compromised by the telecommuting arrangement. Your option to work remotely is subject to the following conditions:

1. **Schedule.** Unless otherwise approved by your direct supervisor in writing, your hours and days of work will not change. You are expected to maintain your typical days and hours of work while working remotely. You must obtain advance approval of your supervisor to alter your schedule. Regardless of the reason, any schedule changes must be made in accordance with our established attendance policy. This includes any request for partial or extended time off due to unexpected illness or injuries, personal leave or other reasons for absence from work.

2. **Focus on Work Activities.** You are expected to devote your full professional time, commitment and best efforts to your usual work duties, unless modifications to your workload or schedule are approved by your supervisor in writing and in advance. You acknowledge that non-work related activities during your scheduled work hours are prohibited while telecommuting, including, but not limited to caring for your family, household tasks, personal activities, work for other employers, etc. Telecommuting is not intended as a substitute for child care or care for another adult. If

a child or adult needs care during work time, another responsible individual is expected to be present.

**3. Required Office/Client Work.** You are expected to attend all required meetings and to be present at your usual Company location, or another Company-designated location, upon request. Client, vendor or co-worker meetings and non-business visitors, unless pre-approved by your supervisor, must be scheduled at a Company location and may not be scheduled at your home.

**4. Overtime (Non-Exempt Employees).** If you are classified as a non-exempt (hourly) employee, you may not work overtime without first seeking and obtaining approval of your direct supervisor in accordance with our established policies.

**5. Meal and Rest Periods (Non-Exempt Employees).** If you are classified as a non-exempt (hourly) employee, you understand and agree to take all required duty-free and uninterrupted rest and meal periods during your workday pursuant to the Company's policies on duty-free meal and rest periods and any other approved break time.

**6. Timekeeping (Non-Exempt Employees).** If you are categorized as a non-exempt (hourly) employee, you must record all time worked and all meal breaks taken on Company's timekeeping tablet or mobile app.

**7. Use of Vacation or Sick Leave.** You must request approval to use vacation, sick, or any other personal leave as required in the Company's employee manual, in the same manner as when working at your regular Company work location.

**8. Workplace Safety, Illness & Injury.** You agree to maintain a safe, secure, and ergonomic alternate worksite. You are solely responsible for ensuring the safety of your alternative worksite, and you may be held personally responsible for any injuries resulting from a serious or willful condition in your alternative worksite. While telecommuting, you are protected by the Company's workers' compensation insurance. As such, you are required to report any injuries that occur while working in any alternative worksite *as soon as possible* under the circumstances (in most instances, this should be no later than twenty-four (24) hours after the injury). You also are liable for any injuries that occur to third parties at or around your alternative worksite. You agree to defend and indemnify and hold the Company harmless for injury to third parties at your alternate worksite. The Company reserves the right to investigate all circumstances associated with third-party claims.

**9. Company Resources & Equipment.** The Company will work with you on an as-needed basis to assign and provide Company equipment as needed to perform your remote work. You are responsible for the security and good condition of Company-issued resources. You agree to protect Company-owned equipment, records, and materials from unauthorized or accidental access, use, modification, destruction, or disclosure. You agree to report to your supervisor any incidents of loss, damage, or unauthorized access at the earliest reasonable opportunity. You understand that all equipment, records, and materials provided by the Company shall remain the property of the Company. The Company will provide, or will work with you to obtain, any equipment

necessary to perform your job duties. You will maintain and pay the costs of any additional equipment you choose to use beyond that required for your position. The Company accepts no responsibility for damage or repairs to your personal equipment. Other household members or anyone else may not use the Company's equipment and software. Company-owned software may not be duplicated except as formally authorized.

**10. Accessibility & Responsiveness.** During any telecommute work hours, you agree to: (1) remain accessible by e-mail and telephone during your usual work schedule; (2) check in with your direct supervisor as necessary to discuss status and open issues; (3) be available for teleconferences, scheduled on an as-needed basis; (4) be available to come into the office if a business need arises; and (5) abide by the directives of your supervisor(s) as well as the rules and policies established by Company.

#### **1.7.7 Performance Reviews**

Performance reviews will be provided to full-time employees and are intended to provide you with feedback regarding management's assessment of your job performance. They also give you an opportunity to discuss your job requirements and the Company's expectations, as well as to raise any concerns you may have.

We will usually review your performance at the end of your introductory period and approximately once a year thereafter, or as needed. During your performance review, your compensation may be adjusted upward or downward based upon market conditions, your performance and the Company's performance. Compensation increases are not guaranteed. The outcome of your performance review and any compensation adjustment you may receive will not alter your status as an at-will employee.

### **1.8 COMPENSATION**

#### **1.8.1 Policy Against Pay Discrimination**

Unlawful pay discrimination is strictly prohibited by law and Company policy. We will not pay any of our employees' wage rates that are less than what we pay employees of another gender or sex, of another race, national origin or ethnicity, or based on any other Protected Characteristic, for substantially similar work involving the same skill, effort, and responsibility, and performed under similar working conditions. Differences in compensation rates will be based upon legitimate business considerations such as education, experience, skill, productivity, and other performance qualities unrelated to the personal characteristics of any particular employee.

#### **1.8.2 Workweek/Workday**

Our workweek begins at 12:01 a.m. on each Sunday and ends at midnight on the following Saturday. Our workday begins at 12:01 a.m. on each day and ends at midnight that night.

### **1.8.3 Overtime; Day of Rest**

Business circumstances may require that employees work overtime hours, and we expect you to do so when called upon unless there are exceptional circumstances.

Non-exempt employees will be paid for overtime hours worked as required by applicable law. Generally, this means that you will earn overtime pay at the rate of time-and-a-half your regular rate of pay for all hours worked over eight in one workday, over 40 in one workweek, and for the first eight hours of work on the seventh day of work in the same workweek. You will receive overtime pay at the rate of double-time your regular rate of pay for hours worked over twelve in one workday, and for all hours worked in excess of eight hours on the seventh workday in the same workweek. Only hours actually worked are counted toward overtime.

We will work with you so that you have at least one full workday completely off duty during each workweek. If the nature of your employment reasonably requires you to work more than six days in the payroll workweek, then we will work with you so that you receive the equivalent of at least one day completely off duty for every seven days in the calendar month. While employees are normally required to work overtime when requested, this requirement does not apply if working the extra overtime hours would result in you failing to receive one full workday completely off duty during each workweek. Although, you are entirely free to make your own choice to accept those extra overtime hours, you will not be required to do so, nor will you be viewed negatively for choosing not to accept the extra hours.

All overtime hours must be authorized in advance by your supervisor. You may not skip your meal period(s) in order to work unauthorized overtime. If you work unauthorized overtime, you will be paid for your time, but you will also be disciplined or terminated for doing so.

### **1.8.4 Pay Period/Pay Day**

You will receive your paycheck every two weeks on Friday. If a Company or bank holiday or a weekend falls on a designated pay day, we will issue paychecks on the day before whenever possible.

You must pick up your paycheck in person or provide your signed written authorization for another person to do so. You may choose to have your paycheck deposited automatically into your checking or savings account. Forms for enrolling in the Automatic Deposit program are available from Human Resources. If you choose direct deposit, you may choose to receive your wage statements in electronic or paper form.

### **1.8.5 Payroll Deductions**

We will make payroll deductions from your paycheck as required by state and federal law. These currently include: Social Security (FICA), State Disability (SDI), and state and federal income taxes. Other deductions, such as employee health

insurance contributions, may also be made if you authorize it in writing. We will not deduct any amounts from your paycheck unless required by law or authorized in writing by you.

#### **1.8.6 Payroll Errors**

If you have questions about errors, inclusions or omissions on your paycheck, promptly address them with Management. Any necessary corrections will be made immediately. If payroll errors result in an overpayment to you, we request that you voluntarily agree to reimburse us for that overpayment.

#### **1.8.7 Pay Advances, Loans or Check Cashing**

We do not grant payroll advances, loans or check cashing to employees.

#### **1.8.8 Garnishments**

When your wages are garnished by a court order to repay a debt that you have incurred, we are legally bound to withhold the amount required by the garnishment order from your paycheck. If you object to the garnishment, you must take independent action to have it lifted; we cannot intervene on your behalf.

If your financial concerns do not interfere with your job performance, we will make the deductions and payments as required and there will be no job-related repercussions. However, if an excessive number of wage garnishment orders or involvement in legal matters related to your garnishments causes administrative hardship and unnecessary cost for us, we may have to consider separation from employment.

#### **1.8.9 Time Records**

All non-exempt employees must use the mobile app or timekeeping tablet to record their daily hours worked. You must record the time you began your work day, the time you left for a meal period, the time you returned from a meal period, the time you stopped work at the end of the day, and whenever you leave the premises for any reason other than rest breaks or Company business.

Working off-the-clock is strictly prohibited. “Off-the-clock” work is a generic term that means work you may perform but that is not reported. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including discharge.

If you forget to record your time or if there are errors on your time record, report it to Management immediately so that the Company can correct your time record. Any hours recorded in excess of your scheduled hours (including unscheduled working time or overtime) must be approved in advance.

You may not be on Company premises or begin working earlier than your authorized starting time, and you may not remain on Company premises or stop working later than your authorized ending time, without prior approval of Management. You may

not be on Company premises for any purpose unrelated to your employment with the Company.

Unauthorized use of or tampering with the timekeeping system, marking another employee's time record (even with that employee's permission), allowing another employee to mark your time record or writing on your or another employee's time record is prohibited.

You will be paid only for time recorded by your time record, and for other authorized time off. If you have any questions or problems, please discuss them immediately with Management.

#### **1.8.10 Unclaimed/Lost Paychecks**

If you do not pick up your paycheck within three days of the date issued, we will send a letter to your last known address reminding you to pick up your paycheck or to give written instructions to the Company to mail it to an address you have designated. You must report lost or missing paychecks immediately so that we can place a "stop payment" order on the paycheck. If appropriate, we will issue a new check to replace a lost or missing check.

## **II. BENEFITS**

This section is intended to provide eligible employees with a brief summary of some of the features of our Company-sponsored benefits. It is important to note that more detailed information is contained in the official plan documents and insurance policies that govern our Company-sponsored benefit plans. If there is any conflict between the brief summaries contained in this handbook and the official plan documents, the official plan documents will control.

### **2.1 VACATIONS**

We provide paid vacation time to regular full-time employees who have completed their introductory periods to provide them with periods of rest and relaxation away from their regular job duties.

If eligible, you will earn paid vacation time as follows:

<b>Years of Service</b>	<b>Annual Vacation Accrual</b>
First day following completion of introductory period through completion of the 1 <sup>st</sup> year of employment	Up to 40 hours (5 workdays) per year
First day of 2 <sup>nd</sup> year of employment through completion of the 5 <sup>th</sup> year of employment	Up to 80 hours (10 workdays) per year
First day of 6 <sup>th</sup> year of employment through the remainder of your employment	Up to 120 hours (15 workdays) per year

Vacation time accrues on a pro rata basis per pay period. Vacation time is not required by law and is offered to regular full-time employees as a courtesy. Vacation time is paid at your base hourly/salary wage in effect at the time it is paid, and is not based upon the "regular rate of pay" applied to other forms of compensation. As a result, it does not include incentive pay, bonuses, commissions, or any other form of compensation paid to you for any purpose outside of your base hourly/salary wage. We do not advance vacation time or pay to employees.

You may use vacation time in minimum increments of one-half day (four hours). You may not use more than two (2) weeks of vacation at one time.

Your accrued, unused vacation time may be carried over from year to year. However, once you have accumulated 1.50 times as many hours as your current annual accrual benefit, you will stop accruing further vacation time until you have taken enough vacation hours to bring you below this accrual cap.

You will not accrue vacation benefits while on a leave of absence. You will not receive additional vacation time if you become ill or injured while on vacation. If a designated paid holiday is observed by the Company during your vacation period, it will

not count against your vacation bank. All accrued but unused vacation will be paid to you at your final rate of pay when you leave the Company.

You must submit your vacation request at least 14 days in advance, and all vacation requests must be approved in advance by your supervisor. If there is a conflict in scheduling vacations, we will first consider our business needs. If all other factors are equal, we will then give preference to seniority in approving conflicting vacation requests.

Although you are allotted vacation pay benefits to cover periods of absence for personal time off, you should not automatically assume that an absence is permissible merely because you have sufficient vacation pay benefits available to cover all or a portion of your time off. The Company may determine that your absences are excessive if, based on all the facts and circumstances, it is found disruptive to the Company, co-workers or customers.

We may defer your vacation request, require you to take vacations at certain times, schedule your vacation if you fail to do so or if we deem it necessary, pay out your accrued vacation or shut down all or any part of the Company for vacation purposes if necessitated by business needs or in our sole discretion. We will give you at least 90 days' notice of Company-scheduled vacation time.

## **2.2 SICK LEAVE**

Eligible employees (those working for the Company 30 days or more in one year) will be entitled to paid sick leave from the commencement of employment as follows:

Employees earn one (1) hour of paid sick time for every thirty (30) hours worked. Unused paid sick time for employees who are covered under this policy will carry over from year to year up to a maximum of 80 hours ("80-hour cap"). Once this eighty (80) hour cap is reached, no further paid sick leave will accrue until some paid sick leave is used to fall below the 80-hour cap. Finally, **all employees who are covered under this policy are limited to using 48 hours of paid sick leave benefits per calendar year.**

Local city ordinances may apply to your accrual or use of sick time, depending upon the city(ies) in which you work. Local ordinances which alter your accrual or use of sick time will be applied as necessary depending upon where you work. If there is any conflict between this sick leave policy and the laws of the city in which you work, the law which is more generous to you will apply.

Eligible employees may begin to use paid sick leave beginning on the 90th day of employment. Subject to applicable law, eligible employees may use sick leave in minimum increments of two hours.

Sick leave is paid at your regular rate or as otherwise required by law. You will receive payment for used sick leave no later than the payday for the next regular payroll period after the sick leave was taken.

We will not “advance” sick leave against future benefits. After you have exhausted your sick leave benefits, further absences due to illness or injury will be without pay, unless you request that we apply accrued vacation to your absence. Sick leave may not be used for vacation or personal time off.

An employee may use paid sick leave for the following uses :

• Diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee or an employee’s “family member,” which means any of the following:

• a biological, adopted, or foster child, or stepchild, legal ward, or child to whom the employee stands in loco parentis, regardless of age or dependency status;

• a biological, adoptive, or foster parent, or stepparent, or legal guardian of the employee or the employee’s spouse/registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;

• the employee’s spouse/registered domestic partner;

• the employee’s grandparent;

• the employee’s grandchild; and

• the employee’s sibling

• the employee's designated person .

• If the employee or the employee’s family member is a victim of a qualifying act of violence, the employee may take time off 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 the employee, employee’s child or employee’s family member;

• seek medical attention for the employee’s injuries or injuries of an employee’s family member;

• obtain services from a domestic violence shelter, program, or rape crisis center;

• obtain psychological counseling;

• participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, stalking, or other crimes including temporary or permanent relocation.

- If the employee is serving on a jury or is a victim who takes time off to appear as a witness in court in compliance with a subpoena or court order.

For purposes of this policy a designated person is a person that you identify at the time you request to take paid sick leave. You are limited to one designated person designation per 12-month period.

For purposes of this policy, “a qualifying act of violence” means conduct, or patterns of conduct that justify safe time, including when:

-an individual causes bodily injury or death to another individual;

-an individual exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual; and

-an individual uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.

In unexpected or emergency situations, you must notify your supervisor at least 30 minutes prior to your starting time, or as soon as possible in light of the circumstances. If your supervisor is not available, you must notify Management. If you are absent more than one day, you must provide the same notice each day of absence, unless we have previously approved a specific date for your return to work. You must keep your supervisor, Management informed as to when you expect to return to work. If the need for paid sick leave time is foreseeable, you must provide reasonable advance notification.

Although you are allotted sick pay benefits you should not automatically assume that an absence is permissible merely because you have sufficient sick pay benefits available to cover all or a portion of your time off. Subject to applicable law, we reserve the right to require a written statement from your physician or your family member's physician certifying your absence. If your absence is due to your medical condition, to the extent allowed under the law, we reserve the right to require a written release from your physician that you can return to work.

If you leave the Company for any reason, the Company does not cash out unused sick leave. However, if you are rehired within one year of your initial separation, all previously unused sick leave will be reinstated.

If your absence is due to illness or injury extends beyond seven days, or if you are hospitalized, you may file a claim with the California Employment Development Department for State Disability Insurance. You may obtain information from Human Resources or online at [www.edd.ca.gov](http://www.edd.ca.gov).

## **2.3 HOLIDAYS**

Subject to applicable law, regular full-time employees who have completed their introductory periods are given the following holidays off with pay each year:

- New Year's Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Holidays falling on Saturday will be observed on Friday. Holidays falling on Sunday will be observed on Monday.

To be eligible for holiday pay, you must work on the Company's last scheduled work day immediately prior to, and the Company's first scheduled work day immediately after the designated holiday (regardless of whether you are scheduled for those days), unless your absence is excused. Employees on unpaid leaves of absence are not eligible for holiday pay while on a leave of absence.

Holiday pay is not required by law and is offered to regular full-time / regular part-time employees as a courtesy. We will pay eligible regular full-time non-exempt employees holiday pay at their regular straight-time hourly rate in effect at the time the holiday is observed. Holiday pay is not based upon the "regular rate of pay" applied to other forms of compensation. As a result, it does not include incentive pay, bonuses, commissions, or any other form of compensation paid to you for any purpose outside of your base hourly/salary wage. Non-exempt employees will not receive holiday pay if they are scheduled to work but do not report to work on a designated holiday.

Exempt employees will not receive additional holiday pay, but they will not incur any reduction in pay for a partial week absence due to a Company-observed holiday.

If you recognize alternative holidays for religious purposes, contact Management to discuss your right to take additional religious holidays without pay.

## **2.4 LEAVES OF ABSENCE**

### **2.4.1 Insurance and Benefits During All Disability Leaves**

If you need a leave of absence for disability purposes other than pregnancy disability leave (including FMLA, CFRA, Workers' Compensation Leave or other disability leaves), and you are otherwise eligible under the applicable leave laws and also eligible to participate in our Company-sponsored group health, dental and vision insurance program, for FMLA and CFRA leave we will work with you to help you maintain your group health, dental and vision insurance coverage during your leave, and we will pay our usual share of your coverage premiums for up to 12 weeks. You must also pay for your usual share of your coverage premiums as well as for any dependent coverage. For PDL, the Company will continue to pay its share of group insurance coverage for a period of up to 17.3 workweeks. For military caregiver leave under the FMLA, the Company will continue

to pay its share of the group insurance coverage for a period of up to 26 weeks. For other leaves, subject to applicable law and our plan terms and conditions, you may maintain your group health, dental and vision insurance coverage during your leave of absence by paying all of your insurance coverage premiums.

You do not accrue paid time off benefits during your leave of absence. If you wish to apply any accrued paid time off to your leave, we will work with you to coordinate your use of paid leave with your state disability or paid family leave benefits where applicable. Any paid time off applied to your leave will count towards your allotted leave time and will not increase the total leave time allowed.

#### **2.4.2 Disability Leave**

In addition to any legally-mandated leave to which you may be entitled, we will make every effort to reasonably accommodate your need for an unpaid leave of absence in the event of a disability, as long as it will not pose an undue hardship for the Company. If you require a disability leave, make a written request to Management.

You must notify Management of your intent to resume work at least one week prior to your expected return date. Before returning to work after a disability leave of absence, you must provide us with a written statement from your physician, stating your ability to return to work with or without restrictions. .

Although we cannot guarantee that your job will be held open for you until you return from a disability leave, we will make every effort to return you to the same or a similar job position.

While you are on a disability leave, you may not accept other employment involving the same duties or activities as your position with us. If you do so, or if you fail to return to work at the end of your disability leave, we will assume you have voluntarily resigned your position at our Company.

#### **2.4.3 Family and Medical Leave**

**2.4.3.1 Entitlement to Leave.** The federal Family and Medical Leave Act (FMLA) guarantees eligible employees a medical or family care leave of absence without pay for a maximum of twelve weeks within a rolling twelve-month period measured backward from the date you use any FMLA leave.

To be eligible for this leave, you must (1) have been employed with us for at least twelve months; (2) have worked at least 1,250 hours in the 12 month period preceding your request for leave, and (3) work at a location where the Company employs 50 or more employees within 75 miles.

FMLA leave will be granted for (1) your own serious health condition that makes you unable to perform the functions of your position; (2) the birth, adoption, foster care placement or serious illness of your child; or (3) to care for your parent, spouse or registered domestic partner who has a serious health condition. Leave for the

birth, adoption or foster care placement of your child must be taken within one year of your child's birth, adoption, or placement.

If your own serious health condition continues beyond twelve weeks, we cannot guarantee reinstatement to your position, but we will review the circumstances with you to determine whether further leave time would be a reasonable accommodation without causing undue hardship to the Company. If you do not return to work as scheduled at the end of a leave without obtaining prior approval for continued leave, we will assume you have voluntarily resigned your position with the Company.

**2.4.3.2 Key Position Employees.** If you are in a "key position" (defined as the highest-paid 10% of Company employees within 75 miles of that worksite), you may not be returned to your former or equivalent position following a leave if keeping your position available would cause substantial economic injury to the Company, as determined on a case-by-case basis. We will notify you and explain your rights if you fall within this designation.

**2.4.3.3 Leave for Care of Family Members in the Military.** You may take up to 12 weeks of FMLA leave when there is a "Qualifying Exigency" arising out of the fact that your spouse, registered domestic partner, child, or parent is in the National Guard, Reserves, or any member of the Armed Forces who is on active duty or ordered to active duty in support of a contingency operation. For purposes of this policy, a "Qualifying Exigency" includes: (1) short-notice deployment, (2) military events and related activities, (3) childcare and school activities, (4) financial and legal arrangements, (5) counseling, (6) rest and recuperation, and (7) post-deployment activities.

**2.4.3.4 Leave for Care of Injured Military Family Member.** You may take up to 26 weeks of FMLA when you are needed to care for your spouse, registered domestic partner, son, daughter, parent, or next of kin who is a member of the Armed Forces, National Guard, Reserves or a Veteran (defined as a person who served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable). This leave is available only when the service member has suffered a serious injury or illness while in the line of duty and is undergoing medical treatment, recuperation, or therapy. This includes both inpatient and outpatient treatment or if the service member is on the temporary disability retired list. For purposes of this policy, a "serious injury or illness" incurred in the line of duty on active duty is one that renders the service member medically unfit to perform the duties of his or her office, grade, rank, or rating. For purposes of this policy, a "serious injury or illness" for a Veteran is one that manifested itself before or after the member became a Veteran and which occurred any time during the five years preceding the date of treatment.

**2.4.3.5 Applying for Leave.** Submit your request for leave in writing to Management. We will notify you in writing if your leave has been approved. At least one week prior to your return to work, you must provide written notice to Management of your intent to resume work.

If your request for leave is because of the serious health condition of yourself or a qualified person, you must provide us with a physician's certificate along with your request for leave. The certificate must set forth the date when the condition commenced, its probable duration, an estimate of the time needed for care and a statement that the condition warrants the leave. It should be submitted to your health care provider (in the case of Medical Leave or Military Caregiver Leave) or the appropriate military personnel (in the case of qualifying exigency leave) and returned within 15 days. In most cases, we will not process your leave request until you return the completed medical certification. Please be aware that until the leave is officially approved, any time off may be deemed an unexcused absence. For extended absences, you may be required to submit periodic re-certifications of your need for leave. Before returning to work after a leave of absence based on your own medical condition, you must provide us with a written statement from your physician, confirming your ability to return to your position, with or without accommodations.

#### Reinstatement

When you are able to return to work, you should give the Company at least two (2) weeks prior notice. This is important so that your return to work is properly scheduled. Upon your return, a doctor's certificate stating that you are physically able to return to your normal duties will be required.

In most cases, the Company will reinstate you to your former (or equivalent) job with equivalent pay, benefits, and other employment terms upon the conclusion of your approved leave. Reinstatement will be without loss of any employment benefit that accrued as of the date your leave commenced.

However, by law you have no greater right to reinstatement or to other benefits of employment than if you had continued to work during your leave. This means that you may not be reinstated if, for example, your job was eliminated for legitimate business reasons while you were out on leave.

Also, under the FMLA the Company may not be able to guarantee reinstatement to those who are salaried employees who rank among the highest paid ten percent of all employees within a 75 mile radius and reinstatement would cause substantial and grievous economic injury. (This does not apply under the CFRA).

If you are unable to return to work due to a disability after being out for the maximum period authorized by this policy, you may be entitled to additional time off under our disability accommodation or work related injury policies. Please consult Human Resources to discuss your personal situation and whether the Company can reasonably accommodate your need for additional time off and/or a scheduling adjustment. At that juncture, decisions about additional time off and reinstatement will be made on a case by case basis.

## Company Responsibilities

Within five business days of determining whether you qualify for leave under this policy, the Company will notify you of its determination.

If you are eligible for leave under this policy, you will be told of any additional information required to complete the application, as well as your rights and responsibilities. At that time, you will also be told whether the time off will count against your annual entitlement to leave under applicable federal and state family leave laws and how that calculation will be made.

If the Company determines that you are not eligible for leave under this policy, we will provide you with the reason why we have made this determination.

The Company supports your legal right to ask for and use Family and Medical Leave as described in this policy. The Company shall not interfere with, restrain, or deny you your rights under the FMLA/CFRA or discharge or discriminate against you for opposing any perceived violations of or participating in any proceeding relating to the Family and Medical Leave statutes. It is our goal to provide you with the time off you are entitled to take under this policy, as authorized by law. If, for any reason, you believe that you have not been afforded your full rights under the FMLA or CFRA, or that your rights under these laws have been violated, we encourage you to immediately report your concern in writing to Human Resources, setting forth the details of your concern. Human Resources shall immediately investigate the matter. If the Company determines a violation has occurred, effective remedial action will be taken and any employee determined to be responsible for the violation will be subject to appropriate disciplinary action, up to and including termination.

If you believe that this procedure has not resolved your complaint or you do not wish to utilize this procedure, it is your right to file a complaint with the U.S. Department of Labor or file a private lawsuit. The FMLA does not affect any other laws prohibiting discrimination or supersede any other law or agreement which provides greater Family or Medical Leave rights. For more information, contact the U. S. Department of Labor at the phone number listed on the Company's FMLA poster or by checking the Federal Government listings in the telephone directory or online at <https://www.dol.gov/agencies/whd/fmla>

**2.4.3.6 Disability Benefits.** You may be eligible for State Disability Insurance ("SDI") or Paid Family Leave insurance Benefits for the unpaid portion of your leave. Information regarding your SDI benefits may be obtained from Management. If you wish to apply any accrued paid time off to your leave, we will work with you to coordinate your use of paid leave with your state disability benefits where applicable.

This leave may run concurrently with CFRA leave.

#### **2.4.4 California Family Rights Act**

**2.4.4.1 Entitlement to Leave.** The California Family Rights Act (“CFRA”) guarantees eligible employees a medical or family care leave of absence without pay for a maximum of twelve weeks within a rolling twelve-month period measured backward from the date you use any CFRA leave.

To be eligible for CFRA, you must (1) have been employed with us for at least 12 months; and (2) have worked at least 1,250 hours in the year preceding your request for leave.

CFRA leave will be granted for: (1) your own serious health condition that makes you unable to perform the functions of your position (excluding pregnancy, childbirth, or related medical conditions); (2) the birth, adoption, foster care placement or serious illness of your child (leave for the birth, adoption or foster care placement of your child must be taken within one year of your child’s birth, adoption, or placement); (3) to care for your child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, domestic partner, or a designated person, who has a serious health condition; or (4) a qualifying exigency related to the covered active duty or call to covered active duty of your spouse, domestic partner, child, or parent in the Armed Forces of the United States. A “designated person” is any individual related by blood or whose association with you is the equivalent of a family relationship. You may identify a designated person at the time you request CFRA leave; however, you are limited to one designated person designation per 12-month period.

If you are covered by a group health insurance plan at the time of your CFRA leave, you are entitled to continue your group health insurance coverage for the duration of your CFRA leave (up to 12 workweeks) under the same terms and conditions as when you are actively working.

At the end of your leave, you will be reinstated in the same or a comparable position. If your own serious health condition continues beyond twelve weeks, we cannot guarantee reinstatement to your position, but we will review the circumstances with you to determine whether further leave time would be a reasonable accommodation without causing undue hardship to the Company. If you do not return to work as scheduled at the end of a leave without obtaining prior approval for continued leave, we will assume you have voluntarily resigned your position with the Company.

**2.4.4.2 Applying for Leave.** Submit your request for leave in writing to Management. We will notify you in writing if your leave has been approved. At least one week prior to your return to work, you must provide written notice to Management of your intent to resume work.

If your request for leave is because of the serious health condition of yourself or a qualified person, you must provide us with a physician’s certificate along with your request for leave. The certificate must set forth the date when the condition commenced, its probable duration, an estimate of the time needed for care and a

statement that the condition warrants the leave. Before returning to work after a leave of absence based on your own medical condition, you must provide us with a written statement from your physician, confirming your ability to return to your regular duties and any restrictions you may have.

**2.4.4.3 Disability Benefits.** You may be eligible for State Disability Insurance ("SDI") or Paid Family Leave Insurance benefits for the unpaid portion of your leave. Information regarding your SDI benefits may be obtained from Management. If you wish to apply any accrued paid time off to your leave, we will work with you to coordinate your use of paid leave with your SDI benefits where applicable.

#### **2.4.5 Pregnancy-Related Job Modification or Disability Leave**

If you are pregnant, you may request a modification of your job duties or a transfer to a less strenuous or hazardous position. We will accommodate your request for a modification or transfer if it is medically advisable and can be reasonably accommodated without undue hardship to us. You must provide a certification from your health care provider confirming the medical need for a job modification or transfer. Before returning to your normal work duties or schedule, you must provide a written statement from your physician, confirming your ability to return to your position, with or without restrictions.

If you are disabled by pregnancy, childbirth or related medical conditions, or a condition related to these areas, you may take an unpaid pregnancy disability leave ("PDL"). The PDL covers any period(s) of physician-certified disability of up to four months (17.3 workweeks) per pregnancy. "Four months" is defined as one-third of a year or 17 1/3 weeks. For example, a full-time employee working 40 hours a week is entitled to 693 hours of leave; part-time employees working 20 hours per week are entitled to 346.6 hours of leave; and an employee who works 48 hours per week is entitled to 832 hours of leave. At the end of your leave, you will be reinstated in the same or a substantially equivalent position unless your position has been eliminated because of a change in business conditions or operations.

You do not need to take your PDL in one continuous period of time, but can take it on an as-needed basis. Time off needed for prenatal or post-natal care, severe morning sickness, doctor-ordered bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia; (6) post-partum depression; loss or end of pregnancy; and recovery from childbirth, loss or end of pregnancy.. You must provide a certification from your health care provider of your pregnancy disability. Before returning to work after a disability leave of absence, you must provide us with a written statement from your physician, confirming your ability to return to your regular duties and any limitations you may have.

You may be eligible for State Disability Insurance ("SDI") for the unpaid portion of your leave. Information regarding your SDI benefits may be obtained from Human Resources. If you wish to apply any accrued paid time off to your leave, we will

work with you to coordinate your use of paid leave with your state disability benefits where applicable.

If you are covered by a group health insurance plan at the time of your leave, you are entitled to continue your group health insurance coverage for the duration of your pregnancy disability leave under the same terms and conditions as when you are actively working.

If you have been on PDL and intend to take CFRA baby bonding leave after the birth of your child, you must provide us with a certification of your change of leave status.

For more information regarding your eligibility for a leave and the impact of the leave on your seniority and benefits, please contact Management.

#### **2.4.6 Paid Family Leave**

Under California's Paid Family Leave Act ("PFL"), you may be eligible to receive payments from the state Employment Development Department while you are on an otherwise approved leave for up to eight weeks of leave to care for an ill family member (defined as parent, parent-in-law, child, spouse, sibling, grandparent, grandchild or domestic partner) or for bonding with a newborn or recent adoptee, or to participate in a qualifying exigency related to the covered active duty or call to covered active duty of your spouse, domestic partner, child, or parent in the Armed Forces of the United States. You contribute to the cost of this insurance through payroll deductions. Claim forms are available online at [www.edd.ca.gov](http://www.edd.ca.gov).

#### **2.4.7 Bone Marrow or Organ Donor Leave**

You are eligible for leave of up to five business days in any twelve consecutive months to serve as a bone marrow donor, and leave of up to 30 business days in any twelve consecutive months to serve as an organ donor. This leave is paid by the Company, except that if you have accrued paid time off available, you must apply five days of your accrued paid time off to your leave for bone marrow donation and two weeks of your accrued paid time off to your leave for organ donation. Using your available paid leave does not extend the total amount of leave available to you by law.

In addition to the paid leaves described above, you are also eligible for a separate *unpaid* leave of up to 30 business days in any twelve consecutive months to serve as an organ donor. You may apply any available accrued but unused paid time off to this unpaid leave for organ donation.

To be eligible for this leave, you must provide medical certification of your need for leave and a written release to return to work at the conclusion of the leave. Benefits will continue to accrue and your absence will not be considered a break in service. We will pay our usual share of insurance premiums during the leave.

#### **2.4.8 Workers' Compensation Leave**

If you suffer a work-related injury or illness, you are entitled to an unpaid leave of absence. Your leave will continue until one of the following situations occurs:

1. You are released for full or modified duty and can return to work, with or without reasonable accommodation;
2. We receive medical evidence that you will be unable to return to work at any time in the future; or
3. You resign your position or do not return to work after your approved leave has expired.

We may require an examination by a medical professional of our choice at no cost to you to verify your ability to begin or remain on a medical leave.

If you return to work at the end of your leave of absence, you will be reinstated to your former position, unless prevented so due to business necessity. If your position is not available, you will be offered any available opening in a comparable position for which you are qualified should one exist. This leave may run concurrently with CFRA and FMLA.

#### **2.4.9 Jury Duty/Appearance as a Witness**

Non-exempt employees will be given time off without pay to serve on jury duty. Exempt employees will not incur any reduction in pay for a partial week absence due to jury or witness duty.

If you are summoned for jury duty, give your summons to Management to arrange for time off. While on jury duty, you must give us a jury attendance report, signed by a court official, at the end of each week of jury duty.

If you are subpoenaed as a witness, give a copy of the subpoena to Management and we will give you time off without pay as needed. As indicated above, exempt employees will not incur any reduction in pay for a partial week absence due to jury or witness duty. If you are subpoenaed to be a witness for us in a legal proceeding, we will pay you for your time.

During jury service or witness duty, you must return to work on any day when you are not required to report to the court or when you are excused early, as long as there are at least two hours remaining on your usual shift.

#### **2.4.10 Civil Air Patrol Leave**

Employees who are members of the California Wing of the Civil Air Patrol are eligible for 10 days of unpaid leave per year.

To be eligible the employee must have worked for the Company at least 90 days immediately prior to taking leave; the employee must be a volunteer member of the California Wing of the civilian auxiliary of the U.S. Air Force (commonly known as the Civil Air Patrol); and the employee has been duly directed and authorized to respond to an emergency operational mission, (within or outside of the state) of the California Wing of the Civil Air Patrol.

Civil Air Patrol leave for a single emergency operational mission shall not exceed three days, unless an extension of time is granted by the governmental agency that authorized the emergency operational mission and the extension of the leave is approved by the employer.

Employees are permitted to use available vacation when taking Civil Air Patrol Leave.

Employees are required to provide the employer with "as much notice as possible" of the proposed leave dates.

The Company may require the employee to submit certification from the Civil Air Patrol authority of the need for time off.

#### **2.4.11 Military Leave**

If you are on full-time duty in the armed services, we will give you a leave of absence, benefits and reinstatement rights guaranteed to you by current laws. If you are a member of a National Guard or Military Reserve (including federal and state Military Reserve) unit, we will give you an unpaid leave of absence for your annual military training (typically two weeks per year). You must give your official duty orders to Management and submit a written request for a military leave of absence. You may apply your accrued vacation benefits to receive pay for any leave period not covered by your military base pay, or you can choose to take the time off without pay. We will not discriminate or retaliate against you based upon your membership or service in any state or federal military force, as it pertains to any term, condition or privilege of employment with our Company.

#### **2.4.12 Military Family Leave**

You are entitled to up to ten days of unpaid leave when your military spouse or registered domestic partner is home on leave from active service in the Armed Forces, National Guard or Reserves. Your leave must take place while your military spouse or registered domestic partner is on leave from deployment to an area of "military conflict," defined as a period of war declared by Congress or authorized under the federal Armed Forces Code. To be eligible for this leave, you must be working an average of 20 or more hours per week, and you must request leave from Management within two business days of receiving official notice that your military spouse or registered domestic partner will be on leave from deployment. You can apply any accrued paid leave time to this leave.

#### **2.4.13 Victims: Domestic Violence, Sexual Assault, Stalking, Crime or Abuse**

If you are the victim of a crime or abuse, including domestic violence, sexual assault, stalking or other violent crimes or abuses, you are entitled to reasonable time off without pay to obtain legal relief, such as a temporary restraining order, restraining order, or other injunctive relief for your protection or for your child's protection. You are also entitled to reasonable unpaid time off if the victim is your immediate family member. If these situations arise, we will work with you to determine whether there are any reasonable accommodations that would enable you to perform your job duties without causing undue hardship to the Company. You may use any accrued paid time off while on this leave. This leave may run concurrently with FMLA/CFRA.

You are also entitled to time off without pay to seek medical attention, to obtain relief, assistance or services from a domestic violence shelter, program, rape crisis center, or a victim services organization or agency, to obtain psychological counseling, mental health services, or to take other steps to ensure your safety and wellbeing related to an experience of crime or abuse. You must provide Management with reasonable advance notice whenever possible, and with documentation of the need for time off. Proper documentation may include a police report, a restraining order or other notice of a court appearance, or documentation from a medical professional, health care provider, domestic violence advocate, or counselor stating that you are undergoing treatment for physical or mental injuries or abuse, or any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by you, or an individual acting on your behalf. You may use any accrued paid time off while on this leave. This time off will run concurrently with leave time provided under FMLA/CFRA.

#### **2.4.14 Bereavement Leave**

You are entitled to five days of bereavement leave following the death of a spouse, child or stepchild, parent or stepparent, parent-in-law, grandparent, grandchildren, sibling or stepsibling or domestic partner. The Company will provide you with three paid days of bereavement leave in any calendar year. Bereavement leave does not need to be taken consecutively, but must be completed within three months of the date of death of the family member. You may elect to use your available paid time off benefits to cover any unpaid bereavement leave. You may also request bereavement leave in special circumstances for other persons not listed here. Bereavement leave must be approved by Human Resources. We may request satisfactory documentation of your need for leave. This documentation may include, among other items, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

#### **2.4.15 Reproductive Loss Leave**

Employees who complete 30 days of employment are entitled to an unpaid reproductive loss leave of up to five days following a reproductive loss event ("RLE"). A

RLE means the day (or, for a multiple-day event, the final day) of a failed adoption, failed surrogacy, miscarriage, stillbirth or an unsuccessful assisted reproduction. You may elect to use your available paid time off benefits to cover any unpaid reproductive loss leave. This leave does not need to be taken consecutively, but must be completed within three months of the RLE. If you are on or choose to take leave under CFRA, PDL, or any other applicable leave covered by local, state or federal law, then your reproductive loss leave must be completed within three months of the end date of the other leave. Reproductive loss leave must be approved by Human Resources. You may take reproductive loss leave as often as needed, except that the maximum reproductive loss leave will be no more than 20 days within a rolling twelve-month period measured backward from the date you last used any reproductive loss leave.

#### 2.4.16 Time Off to Vote

If your normally-scheduled work hours prevent you from voting in any statewide election, you may take up to two hours of paid time off to vote at the beginning or end of your work day. You must request voting time off at least two days in advance, and you must provide your voting receipt to Management.

#### 2.4.17 Visiting Child's School

**Children's Suspension** – In accordance with California law, upon reasonable notice, employees may take unpaid time off to meet with their child's school administrator if required by the school after the suspension or expulsion of the child from school.

**Time Off For Parents' School Activities** - If you are a parent, guardian or grandparent with custody of a child in a licensed day care facility, kindergarten or grades 1-12, inclusive, and wish to take time off to visit the school of your child for a school activity, you may take off up to eight hours unpaid time off each calendar month (up to a maximum of 40 hours each school year), per child, provided you give reasonable notice to the Company of your planned absence.

Additionally, employees may also use such time off to address a "child care provider or school emergency" which is defined to mean that the child cannot remain in a school or with a child care provider due to any one of the following:

- The school or child care provider has requested that the child be picked up, or has an attendance policy, excluding planned holidays, that prohibits the child from attending or requires the child to be picked up from the school or child care provider;
- Behavioral or discipline problems;
- Closure or unexpected unavailability of the school or child care provider, excluding planned holidays; or

- A natural disaster, including, but not limited to, fire, earthquake, or flood.

For one of the "emergencies" listed above, an employee is not limited to using only 8 hours in one month, but is still subject to the 40-hour per calendar year restriction.

Employees wishing to take such leave may utilize their existing vacation time or other accrued paid time off. The Company requires documentation from the school noting the date and time of your visit.

#### **2.4.18 Volunteer Firefighter/Peace Officer/Rescue Personnel**

If you are a volunteer firefighter, reserve peace officer or emergency rescue personnel (including any officer, employee or member of a disaster medical response team sponsored by the state), you may take all necessary unpaid time off from employment to perform your emergency duty. You must provide as much advance notice as possible to Management and you must provide documentation of your need for leave. If you are a health care provider you must notify us at the time you become designated as "emergency rescue personnel" and when you are notified of deployment based on that designation.

### **2.5 GROUP INSURANCE**

We provide access to medical, dental, vision and life insurance coverage options for all eligible employees. We will pay a portion of the premium for eligible employees. You must pay the premiums for dependent coverage of spouses, dependents and registered domestic partners. You will pay your share of the premiums through payroll deductions.

When your employment ends, you will be covered through the end of the month. After that, you may be eligible to continue coverage through COBRA at your own cost.

Our insurance benefits may be changed or eliminated at any time. The details of our insurance benefits are controlled by the terms of the plan. You may obtain further information regarding our insurance benefits from Management.

### **2.6 CALSAVERS**

CalSavers is California's retirement savings program designed to ensure all Californians have access to a workplace retirement savings account. CalSavers is a completely voluntary retirement program for employees that operates primarily on an automatic enrollment, "opt-out" basis. Savers may choose their contribution rate, change their investments, or opt out (and opt back in) at any time. For those who prefer to have their account set up for them, they will participate with the standard account settings, including contributing 5% of pay and investing in a fund chosen based on a saver's age.

### **III. GENERAL POLICIES**

#### **3.1 CONFIDENTIAL INFORMATION**

We use our resources to develop confidential information and trade secrets that are essential to our Company, clients and employees. Our confidential information and trade secrets are developed by our employees as part of their job duties and responsibilities. Because protecting our confidential information and trade secrets is important to us, you are required to sign a Confidential Information Agreement as a condition of your employment.

Our confidential or trade secret information includes financial data, product information, the names and contact information for customers, vendors and other potential customers, technological data, marketing information, and other details of our business. This information may be contained in our written materials or in our electronic databases.

You must take great care to protect our trade secrets and other confidential information. You may not disclose any trade secrets or confidential information to third parties, either during or after your employment. You must store all confidential and trade secret information in a manner that protects and maintains the confidentiality of that information.

Notwithstanding anything else in this Handbook to the contrary, you will not be liable for: disclosing trade secrets in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or disclosing trade secrets in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

Nothing in this policy is intended to interfere with employees' rights protected by Section 7 of the National Labor Relations Act or other federal, state or local law to engage in concerted protected activity or to discuss the terms of their employment or working conditions with or on behalf of co-workers, or to bring such issues to the attention of management at any time.

The following information is provided in accordance with the Federal law known as the Defend Trade Secrets Act of 2016.

*"An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order."*

### **3.2 PRIVACY PROTECTION**

In compliance with local, state and federal laws, we want to remind you that we collect personal information in connection with your employment. The information we collect is securely stored within your personnel file and our associated tools and databases. The Company will retain this information for as long as you are employed, and thereafter as required by applicable law. If you have any questions about this policy, or you would like to inquire about the information that we collect and maintain in regard to your employment, please contact Human Resources. The Company will not discriminate against you for exercising your rights under any privacy laws.

### **3.3 TECHNOLOGY AND COMMUNICATIONS SYSTEMS**

Our technology and communication services, equipment and content ("Communications System") include mail, electronic mail ("e-mail"), facsimiles, telephones, voicemail, personal computers, computer networks, on-line services, Internet connections, computer files, video equipment, recorders and recordings, cellular phones, smart phones, smart watches, text messages, Internet posts, social media posts, bulletin boards and any similar communications or equipment. As technology progresses, there will no doubt be additions.

Our Communications System is our Company property. You have no personal rights and no right of privacy in any use of our Communications System. We will access and monitor every employee's use of the Communications System, including all content created or stored on it.

When using our Communications System, you must comply with the following guidelines:

- You are to use the Communications System only for matters related to employment with the Company. You should not expect privacy with regard to any unauthorized personal use. However, for employees who already have access to the Hotel's electronic systems, it is permissible for them to use company email, internet and other computer systems on a limited basis for incidental personal purposes so long as such use does not interfere with the employee's job responsibilities or hotel operations. This does not include uses requiring substantial expenditures of time, uses for profit, or uses that would otherwise violate Company policy. Personal email messages must be labeled as such or be sent only by means that clearly identify the messages as personal in nature. Such messages are not the private property of any employee, irrespective of any such designation either by the send or the recipient (including designations as "personal" or "private"). Employees' use of the Company's systems is subject to the Company's no solicitation and distribution policy.

- You may not use our Communications System to harass, discriminate or retaliate against others, or to maliciously gossip, abuse or bully others.
- We may access any employee's use of our Communications System at any time; however, you may not access another employee's use of our Communications System without that person's advance permission to do so.
- We have access to your use of the Communications System at all times, and your use of personal passwords does not prevent us from doing so. If you implement personal passwords, you must disclose them to Management, but you may not disclose your personal passwords to any other employee without the prior approval of Management.
- You may not tell outside parties that your voicemail or email is private or confidential, since it may be accessed by us or by other employees as necessary.
- You may not install or download any software, Internet add-in, toolbar, software update or other addition to our Communications System without the advance approval of Management.
- You may not send our Company information or property to your personal e-mail or other outside location except as required in your job duties, and you may not download Company information or property to any external drive or storage device, except as required in your job duties.

In addition to any disciplinary action that may be imposed, we also may advise legal authorities of any illegal use of our Communications System.

### **3.4 SOCIAL MEDIA POLICY**

Social media refers to blogs, chat rooms, forums and social networking sites such as Facebook/Meta, X/Twitter, LinkedIn, Pinterest, Instagram, Snapchat and YouTube, among others. You are not permitted to engage in social media activities during work or on Company electronic devices or equipment. If you engage in social media activities on your own time, you must comply with the following guidelines as a condition of employment with us:

- Do not disclose our confidential and proprietary information or trade secrets.
- Do not write or post harassing, discriminatory, retaliatory, bullying or abusive material in violation of law or our Company policies.
- Do not make any maliciously false statements about the Company, our customers, or another employee.
- Do not use or reproduce our logo, website link or other proprietary Company information without advance permission of Management.

- When expressing your opinion or position, you must use your own name and Internet account, not the Company name or Internet account. Your comments or posts must be yours alone, and must not appear to be representative of or approved by our Company, unless you have advance written approval.

Federal regulations require that if you comment about the Company's products or services, you must disclose your relationship to the Company so that no customers or potential customers are misled. Do not attempt to evade these regulations by use of online tags or pseudonyms.

Remember that you are responsible for your comments or posts on social media sites. You can be sued by the Company, its personnel or by any third party if you post defamatory, proprietary, harassing, discriminatory or pornographic comments.

If you want to use social media to promote our Company's activities, products or initiatives, you must obtain advance approval of Management.

You are not required to disclose your personal social media passwords or to grant management access to your private social media postings or the postings of any third parties. Your postings may be subject to disclosure by law or in the context of a workplace investigation. You should be aware that any content posted or published on the Internet is, by its very nature, subject to disclosure in any number of ways (including by third parties who have received or viewed your posts), and you do not have secure privacy rights with regard to your social media activity.

Nothing in this policy is intended to interfere with employees' rights protected by Section 7 of the National Labor Relations Act or other local, state or federal laws to engage in concerted protected activity or to use social media platforms to discuss the terms of their employment or working conditions with or on behalf of co-workers, or to bring such issues to the attention of management at any time. We will enforce this policy only to the extent necessary to protect our trade secrets, enforce our policies and protect Company personnel and customers.

### **3.5 ENDORSEMENT POLICY**

We appreciate our employees' efforts to promote our products and services. However, the Federal Trade Commission ("FTC") has set specific guidelines for statements made by employees about any Company service or product through social media, internet activity or other electronic publications or communications. The guidelines apply to you even when you are using your personal computer, telephones or other electronic equipment on your own time.

If you are posting information about our products or services on any internet site (such as Facebook/Meta, X/Twitter, blogs, chat rooms, or other media sources), you must state only your honest opinions, beliefs or experience. You must also conspicuously and

clearly disclose your relationship to our Company so that readers of the message know that you are affiliated with our Company when they read your post or comment.

Under the FTC guidelines, we are required to monitor your Internet or other electronic endorsements of our products or services, and to take action if the FTC guidelines are violated. If you do not comply with these disclosure requirements, you are personally liable for any misleading or unsubstantiated statements made regarding our products or services.

### **3.6 USE OF COMMUNICATION DEVICES**

#### **3.6.1 Workplace Use**

Because they create distractions and disrupt regular work routines, you may not use personal communication devices such as cell phones or smart phones during working time and/or in work areas, unless you are using a Company-provided device for business purposes or another lawful purpose.

You must restrict your personal use of your own communication devices to your official meal or rest periods or other work breaks, except where permitted by law. Even while on break, your personal communications must not disrupt other Company personnel. If you have an emergency situation requiring you to be reachable (such as a family member undergoing surgery or the imminent birth of a child), you must obtain the prior approval of Management to use a communication device during working hours.

You may not forward business calls to or from a cell phone or other personal device unless you have prior approval from Management.

#### **3.6.2 Camera Cell Phones/Audio and Video Recording**

Unless specifically required by your job duties or permitted by law, to protect Company/client security and employee/client privacy, do not use a camera or cell phone to take pictures on Company/client property without the prior written approval of Human Resources. Additionally, unless specifically required by your job duties or permitted by law, do not use your cell phone or another device to engage in any form of audio or video recording on Company/client premises without the prior written approval of Human Resources and the written consent of the individual to be recorded. Nothing in this policy is intended to interfere with the National Labor Relations Act or the California Labor Code.

#### **3.6.3 Company-Provided Devices**

Company-provided cell phones must be used only for business purposes and only when a less costly alternative does not exist. If you use a Company-provided cell phone for personal use, you must reimburse us for the cost of the call(s).

### **3.7 POLICY ON THE USE OF ARTIFICIAL INTELLIGENCE**

Artificial Intelligence refers to computers performing tasks previously performed by humans. Generative AI (“AI”) typically refers to large language models such as ChatGPT, AlphaCode, Bard, and GPT-4, that use complex algorithms to create new text, code, media or other content through interactive user prompts, input and existing datasets.

You may not use any third-party AI tool or service, even as a starting point, to create Company documents, correspondence, agreements, policies, materials, or anything else meant for use in connection with the Company unless you have been specifically authorized to do so in writing by Human Resources.

If you are authorized by the Company to use an AI tool or service to perform your job duties, you must comply with the following guidelines as a condition of employment with the Company:

- Always bear in mind that information submitted to a third-party AI tool or service is neither private nor confidential. AI tools and services rely on machine learning to improve future responses. This means that any information you submit to the AI tool or service becomes part of the dataset used by the AI tool or service, and it is likely visible to others.
- Unless you have advance permission from Human Resources, **do not** disclose, upload, share or post on any third-party AI tool or service, information that is not generally available to the public at large, including but not limited to:
  - Company or client confidential or proprietary information, Company or client trade secrets, non-public Company or client business information such as branding, logos or namesake information, or any Company or client information subject to copyright, trademark, or other legal protections; or
  - Personally-identifiable or sensitive information about anyone affiliated with the Company or its clients.
- Never publish content created through use of AI tools or services without thoroughly reviewing it first. Carefully fact-check all information generated through any third-party AI tool or service for plagiarism, copyright violations, inaccuracies, or hallucinations, among other potential issues. Proofread all content for grammatical, spelling and typographical errors.
- Do not use AI tools or services for Company business in any manner that may violate the Company's Technology and Communications Systems, Social Media or Endorsement policies.
- Do not use AI tools or services for employment candidate screening, hiring or other employment decisions, without the express written permission of Human Resources.

- Document each time you use an AI tool or service for Company business, as well as what task you used the AI tool or service to accomplish. Maintain this log of AI use and provide copies to Human Resources. The Company may be required to disclose your use of AI tools or services to clients or business partners, depending on the circumstances.
- AI is an emerging field. This means that new legal, regulatory and ethical considerations are likely to continue to emerge. Special attention and effort may be required to stay up to date. If you need additional training or information on AI best practices, talk to Human Resources.

Remember that you are responsible for the information you generate using third-party AI tools or services. Even if you have been approved by the Company to use an AI tool or service to perform your job duties and the data you created was entirely generated by the AI tool or service, you may be subject to legal prosecution if you post or publish plagiarized, confidential or proprietary information, trade secrets, libelous, fraudulent or legally protected content. Always exercise caution and care.

If you have questions about this policy or whether to disclose, upload, share or post Company, client or third-party information, the best practice is to err on the side of not disclosing, uploading, sharing, posting, or otherwise providing the questionable information to any third-party AI tool or service until you have obtained the approval of Human Resources.

### **3.8 COMPANY INSPECTION**

Although we provide certain storage areas in the workplace to you for your convenience and to help you to do your job, these areas remain our sole property at all times. We can and will inspect all Company property and its contents at any time we believe it to be necessary or appropriate. Remember that other employees may also enter your desk or other Company property as needed to perform their job duties. We also reserve the right to search any bags, purses, briefcases or other personal items that you bring onto Company premises.

We are not responsible for loss, damage, theft or destruction of any articles that you place or leave in Company storage areas. Do not bring anything into the workplace that you would not want to lose.

### **3.9 COMPANY PROPERTY**

We expect you to take good care of our Company property and to use our Company property only for authorized business purposes.

You may not take Company supplies or property off Company premises without prior approval of Management. You must return all Company property issued to you when your employment ends or upon our request.

### **3.10 OFFICE HOUSEKEEPING**

You must keep your immediate work area clean and orderly, and must contribute to maintaining a professional, clean and neat environment in our facility at all times.

The building is climate controlled. Contact Management if adjustments are necessary. If you are the last one out of the office, turn out all lights and check that all equipment has been turned off or unplugged.

### **3.11 SOLICITATION**

#### **3.11.1 Solicitation by Employees**

We believe that employees should not be disturbed or disrupted in the performance of their job duties and that working time is for work so that we can continue to provide our guests with quality service. For this reason, solicitation of any kind by an employee to another employee is prohibited while either person is on working time. This prohibition includes but is not limited to canvassing, collecting funds or pledges, circulating of petitions, soliciting of memberships, Girl Scout cookie drives or other fundraising efforts. Additionally, employees may not distribute literature or other written materials for any third party matter or cause during work time or in any work area.

Working time is defined as the time during which either the employee who is soliciting or the employee being solicited is expected to be working. It does not include rest or meal periods, or the time before the start or after the end of the work shift.

Working areas include all areas in which any employee performs work. Work areas do not include employee dining or break rooms, employee locker/bathrooms, and the parking lots.

#### **3.11.2 Solicitation by Third Parties**

Any person who is not an employee of the Company is prohibited from any and all forms of solicitation, collecting money, vending, and posting or distributing bills or pamphlets on non-public areas of Company property at all times. Nothing in this policy is intended to interfere with Section 7 of the National Labor Relations Act or other local, state or federal laws.

### **3.12 EMPLOYMENT POSTINGS**

We post information on the bulletin boards regarding employee rights, working conditions and hours, safety, Company policies, items of interest and other matters pertaining to your employment. You may post employment-related information or materials. Employees who work remotely will be provided with all relevant employee notices via e-mail. Nothing in this policy is intended to interfere with Section 7 of the National Labor Relations Act or other local, state or federal laws.

### **3.13 OFFICE COMMUNICATIONS**

When you write office communications, you must proofread, spell-check and carefully review all interoffice memoranda for accuracy. You may not defame, harass, discriminate, retaliate or bully any person or our Company in your interoffice memoranda, and you may not disclose our Company's confidential or trade secret information without the prior approval of Management. You may not distribute any memorandum setting forth a Company policy or practice to be followed by Company employees without the prior review and approval of Management.

### **3.14 EMPLOYMENT REFERENCES**

We will respond only to written requests for information. We will provide only your dates of employment and positions held in response to requests for information about your employment with us. We will not provide salary history information to prospective employers. If you want any additional information released, you must give us written authorization to do so. Only Management may respond to requests for employment information.

### **3.15 PERSONNEL INFORMATION AND FILES**

We keep your name, home address, telephone number and personal e-mail address so that you can be reached in an emergency. You must keep this information updated with Human Resources. Your contact information will not be released to anyone outside the Company without your written permission or unless required by law. Your personnel records also contain information related to your performance and any grievance related to your performance.

Only you, a representative authorized in writing by you, and authorized members of management have access to your personnel file. You or your representative designated in writing by you may review the contents of your personnel file in the presence of Management or that person's designee, but you may not remove, alter or mark any document in your file. You, or a representative authorized in writing by you, are also entitled to receive copies of any document in your personnel file, although you may be required to pay for the cost of such copies. Employees may request to inspect and/or copy their personnel file no more than once per calendar year.

Requests to review your personnel file or to receive copies of your file must be made in writing to Management. Within 30 days of receiving the written request, your personnel file will be made available for inspection at a time and place designated by the Company. If you have requested copies of your file, those copies will be sent to you at the address you have designated within 30 days of receiving your written request.

### **3.16 PAYROLL INFORMATION**

You may review your payroll records (including time records) in the presence of Management or that person's designee within 21 days of making an oral or written request

to Management. You may also request copies of your payroll records, but you must pay the copying costs.

### **3.17 USE OF VEHICLES ON COMPANY BUSINESS**

#### **3.17.1 Personal Automobiles**

You may not drive your personal automobile on Company business unless you have received prior written permission from Management. You must provide us with a copy of a current valid California driver's license, proof of insurance for at least the California statutory minimums and a current DMV driving record report. These must be kept current during your employment.

We may revoke your right to drive your personal vehicle on Company business for any reason, including when you have a revoked or suspended driver's license, a moving violation or accident, or any situation that makes you uninsurable or insurable only at higher-than-standard rates. If driving your personal vehicle for Company business is necessary to perform your job duties and you lose your right to drive or we revoke your right to drive your personal vehicle on Company business, you may be terminated.

We will reimburse you for your mileage at the prevailing rate per mile set by the Internal Revenue Service. To receive mileage reimbursement, you must log your mileage and submit an expense report to your direct supervisor.

We are not responsible for any damage, parking tickets, equipment violation citations or moving violations occurring while you are operating your personal vehicle on Company business.

#### **3.17.2 Company Vehicles**

You may be assigned a Company vehicle to drive on Company business. You must provide us with a copy of a current valid California driver's license, proof of insurance for at least the California statutory minimums and a current DMV driving record report. These must be kept current during your employment.

We may request an updated DMV driving record report at any time. We may also revoke your right to drive a Company vehicle for any reason, including when you have a revoked or suspended driver's license, a moving violation or accident, or any situation that makes you uninsurable or insurable only at higher-than-standard rates.

If driving a Company vehicle is necessary to perform your job duties and you lose your right to drive or we revoke your right to drive a Company vehicle, you may be terminated.

### **3.17.3 Use of Communication Devices While Driving**

Using a cell phone or similar communications device while driving creates a safety hazard for the driver and the general public. If you are driving a Company-owned or rental vehicle, or driving a personal vehicle on Company business, you must use a hands-free device with your cell phone or similar communications device to make and receive telephone calls while driving.

If you are driving a Company-owned or rental vehicle, or driving a personal vehicle on Company business, you may not write, send or read text messages, emails or instant messages using any cell phone or other electronic wireless communications device while driving, unless you are using a device which allows hands-free or voice operation for text messages and you are using it in that manner.

If you are under the age of 18, you may not use your cell phone for any purpose while driving, even with a hands-free device.

In addition to disciplinary action, violations of this policy may result in personal liability as well as monetary fines imposed by California law enforcement authorities.

If you receive a traffic citation for using your cell phone or other wireless communication device while driving on company business, you will be personally responsible for paying the fine.

### **3.18 PARKING & TRANSPORTATION**

We provide parking to you free of charge. We also encourage employees to carpool and use public transportation.

### **3.19 EMPLOYEE MEETINGS**

When you are required by the Company to attend a Company meeting, you will be paid for your time spent in the meeting, including any overtime that may result. You may also be invited to attend certain Company events which are not mandatory, and time spent in these optional events will not be compensated. If you are not required to attend a scheduled meeting, you may choose not to attend without fear of retaliation.

### **3.20 CONFLICTS OF INTEREST**

We recognize your right to engage in lawful outside conduct during non-working hours away from our premises. However, a conflict of interest occurs when your private interests (or the private interests of your immediate family members) interfere with or prevent you from successfully performing your job responsibilities. You must not place yourself or our Company in a position of conflict. If your lawful off-duty activities create a conflict of interest or prevent you from successfully performing your job duties, we may ask you to choose between terminating the off-duty conduct and resigning from your position with us. Engaging in conduct intended to protect the workplace rights of you or

your fellow employees is not considered a conflict of interest. Nothing in this policy is intended to interfere with Section 7 of the National Labor Relations Act or other local, state or federal laws.

### **3.21 PUBLIC STATEMENTS AND THE MEDIA**

We have designated Management as the sole spokesperson to represent our Company for public purposes. You do not have the authority to make public statements to the media or other outsiders on behalf of our Company without the prior approval of Management. If you are contacted by a representative of the media (i.e., newspapers, magazines, radio, television, etc.) to comment on behalf of the Company, refer them to Management. Nothing herein prohibits an employee from speaking to the media on his or her own behalf. However, employees may not disclose any of the Company's confidential, proprietary or trade secret information to the media or other third parties.

### **3.22 BUSINESS EXPENSE REIMBURSEMENT**

We will reimburse you for business expenses incurred while performing your job duties for the Company. You may not incur business expenses without obtaining the prior written approval of Management. To be reimbursed for business-related expenses, submit your receipts and proof of payment to your direct supervisor within 30 days of incurring the expense.

You will be reimbursed for your mileage at the prevailing IRS rate for business-related travel in your own vehicle, other than your initial commute to your first work location that day and your commute away from your last work location of the day at the end of your shift. You will also be paid for your time during a business-related commute, other than your initial commute to your first work location that day and your commute away from your last work location of the day at the end of your shift. You may be paid for a portion of your commuting time and/or mileage for your commute to and from work in exceptional circumstances where your temporary work location is farther away from your usual work location.

### **3.23 PERSONAL COMMUNICATION DEVICE REIMBURSEMENT**

You may not make, receive or forward business-related calls, e-mails, text messages or other electronic communications using a personal cell phone or other personal communication device unless you have prior approval from Management. In the event that you are authorized or required to use a personal cell phone or other personal device to perform your job duties, you may do so only when a less costly alternative does not exist (such as use of a business telephone).

To be reimbursed for your business-related usage on a personal communication device, you must track and submit proof of that usage to your direct supervisor within 30 days of receiving your monthly billing statement. If the actual cost of your business-related usage cannot be accurately determined by the Company (e.g., you have an unlimited minutes/texting/data personal plan), then we will work with you to determine a

reimbursement amount that constitutes a “reasonable percentage” of your bill, in light of your approved usage, the individual plan rates and other factors involved.

If you feel that the reimbursement amount or the approved “reasonable percentage” specified by the Company is insufficient or inaccurate, you should immediately bring your concerns to your direct supervisor so we can work with you to ensure that an appropriate reimbursement is provided.

### **3.24 TRAVEL EXPENSE REIMBURSEMENT**

We will reimburse you for travel expenses incurred while performing your job duties for the Company. You may not incur travel expenses without obtaining the prior written approval of Management. If you are required to travel on behalf of the Company, contact your direct supervisor for further information regarding your travel arrangements and reimbursement of expenses.

## **IV. HEALTH AND SAFETY**

### **4.1 WORKERS' COMPENSATION**

All employees are covered by our workers' compensation insurance, which covers occupational illnesses and injuries you suffer while performing your job duties on behalf of our Company. You are eligible for this coverage at no cost to you upon your first day of employment. Workers' compensation insurance provides weekly disability payments as well as payment for medical and hospital expenses for injuries or illnesses arising out of your job.

Regardless of the nature or severity, you must report all injuries incurred while on the job to Management as soon as possible under the circumstances. In case of serious injury, we may refer you to a physician or a hospital. You may not be eligible for benefits if your illness or injury is caused by your consumption of alcohol, marijuana or illegal drugs, or arises out of your voluntary participation in any off-duty recreational, social, or athletic activity that is not a part of your work-related duties.

You may not file a knowingly false or fraudulent claim, and you may incur criminal penalties for doing so. It is a felony to make a knowingly false or fraudulent material statement or representation to obtain Workers' Compensation benefits or payments.

You are entitled to an unpaid leave of absence during your recovery from a workplace illness or injury. For more information regarding this leave, see the Workers' Compensation Leave of Absence policy in this handbook.

### **4.2 OFFICE HAZARDS**

You must immediately report any office hazards you may observe to Management. Office hazards may include sharp file cabinet edges, splintered desk edges or corners, broken chair casters, frayed electrical connections, loose flooring or ceiling tiles, or any other conditions likely to do bodily harm, damage clothing or constitute a fire hazard.

You may not wear headsets or earphones while on duty, except headsets designed for use while on a Company telephone. You may play radios or other noise-making devices only with the prior approval of Management.

### **4.3 HAZARD COMMUNICATION**

Our Company uses or stores certain chemicals or cleaning agents in some of its operations. You should receive training and be familiar with the handling, use, storage and control measures relating to these substances if you will use or likely be exposed to them. Safety Data Sheets (SDS) are available for inspection. You must follow all labeling requirements.

We have designated the Company's engineer as the person with whom you should consult prior to purchasing chemicals for the Company or bringing them on to our premises. If you have any questions, ask Management.

#### **4.4 INJURY AND ILLNESS PREVENTION**

We have an Injury and Illness Prevention Program (“IIPP”), which is separately issued to all employees. Our IIPP also contains sections covering our COVID-19 Prevention Plan and, effective July 1, 2024, our Workplace Violence Prevention Plan. Every employee is provided with training on our IIPP and is responsible for observing safety rules and maintaining safe working conditions. We provide the best facilities and safest conditions possible, but being alert and using good common sense is essential in preventing accidents.

#### **4.5 COMMUNICABLE DISEASE CONTROLS**

The Company is dedicated to doing its part to protect the health and safety of applicants, employees, interns, customers, vendors and others associated with our business. As part of this commitment, the Company at times must make difficult decisions involving persons who have been, or who are believed to have a communicable disease. Communicable diseases include sicknesses like, Coronavirus (COVID-19), influenza, measles, Severe Acute Respiratory Syndrome (SARS), tuberculosis, or others identified by the Centers for Disease Control and Prevention (CDC), the World Health Organization (WHO) or similar government agencies or civil authorities. Because safety and health can be severely compromised if an employee contracts a communicable disease and then has any contact with co-workers, interns, customers, vendors or others associated with our business, the Company takes communicable disease situations very seriously in all cases.

When facing a communicable disease situation becomes necessary, the Company is also committed to engaging in an interactive process with the affected person and medical professionals to ensure that all decisions are made based on current and well-informed medical judgments; while taking into account important considerations like, the risks of transmitting the illness to others, the symptoms or special circumstances of an individual situation. Please rest assured that we will not discriminate against any job applicant or employee based on the individual having a communicable disease.

If you have a communicable disease, or you develop symptoms that you believe may be related to a communicable disease, please immediately notify Management so that we can appropriately address the situation with you confidentially. The Company will comply with all laws and regulations, and we will follow the best practices outlined by the CDC, the WHO and civil authorities, as well as make every reasonable effort to protect the privacy of any persons who have a communicable disease.

Depending on the circumstances, and in accordance with applicable law, the Company reserves the right to exclude a person with a communicable disease from the workplace, based on a medical determination, that such restriction is necessary to either protect the person with the communicable disease, or the health and safety of other employees or our customers. We may also require a fitness for duty examination where medically necessary or allowed by law. As well, we reserve the right to require a medical certification from a medical provider indicating that the person is no longer contagious,

before that person will be allowed to return to the workplace. Other legally appropriate actions may also be taken in order to prevent any direct threat to the health and safety of any person in this regard.

#### **4.6 FIRST AID**

Report any injury requiring first aid or medical treatment to Management. First aid supplies are available for emergency treatment of minor injuries, but employees suffering major physical disorders or illness on Company premises will be taken to the nearest available emergency treatment facility. Medical clearance is required from Management for any employee who leaves the premises as a result of an occupational illness or injury. In case of emergency, dial 911 immediately.

#### **4.7 INCLEMENT WEATHER AND EMERGENCY CONDITIONS**

We make every effort to remain open during most periods of inclement weather and other emergency circumstances. In extraordinary circumstances of severe inclement weather, during health pandemics in which the civic authorities require closure, or in the event of emergency conditions such as earthquakes, fires, mudslides, active shooter situations, or explosions, the Company may be closed if our facilities are damaged, the highways or roads leading to the Company are damaged or closed, or the safety of our workers is jeopardized. If this occurs, the Company will make every effort to communicate with you in a timely manner regarding the closure. You may also reach out to Management for instructions and information. As well, you are encouraged to monitor radio and television broadcasts regarding the inclement weather or disaster to monitor the situation.

For purposes of this policy, emergency conditions are defined as either: (1) conditions of disaster or extreme peril to the safety of persons or property at the workplace or worksite caused by natural forces or a criminal act; or (2) an order to evacuate a workplace, a worksite, a worker's home, or the school of a worker's child due to natural disaster or a criminal act. A health pandemic is not considered an emergency condition under this policy or applicable law. Health pandemics will be handled separately according to local, state and federal laws.

If you have a reasonable belief that an emergency condition exists that would prevent you from safely being at work or traveling to or from work, before you leave work or fail to report to work, first contact Management for instructions. When advance notice is not feasible, contact Management as soon as possible under the circumstances. When the emergency condition ends, you must return to work promptly. For further information about what to do in emergency conditions, please refer to the Company's IIPP, or our general emergency condition procedures information, which can be obtained from Management. Pay issues will be evaluated on a case-by-case basis depending on the circumstances and in compliance with applicable law.

The Company will not take or threaten to take any adverse action against you for refusing to report to work, or leaving our workplace, within the affected area during

emergency conditions, so long as you have a reasonable belief that the workplace or worksite is unsafe. A reasonable belief is defined as one, "that a reasonable person, under the circumstances known to the employee at the time, would conclude there is a real danger of death or serious injury if that person enters or remains on the premises." During emergency conditions, you will also be allowed to access your personal communication devices to seek emergency assistance, to assess the safety of the situation, or to communicate with a person to verify your safety.

#### **4.8 SMOKING/USE OF TOBACCO**

We do not permit smoking (including e-cigarettes or vaporizers) or the use of tobacco anywhere inside the facility, in Company vehicles or within 25 feet of any entrance to the building. If you are visiting off-site customer locations, you must observe the no smoking/no tobacco rules there. If you are smoking or using tobacco during rest breaks, you must not smell of smoke or tobacco when you return to the workplace. You may not chew or spit tobacco on Company premises or in Company vehicles. You may not discard cigarettes, tobacco or related materials on Company premises, except in designated receptacles.

#### **4.9 SUBSTANCE USE AND ABUSE POLICY**

We are committed to maintaining a safe, efficient and productive work environment. We also want all employees to perform their duties safely and efficiently, in a manner that protects their interests and those of their co-workers. We recognize that being under the influence of alcohol, marijuana or unlawful drugs, as well as being under the influence of certain legal or prescription drugs, can be extremely disruptive and harmful to the workplace. It can adversely affect the quality of work and employee performance, pose serious safety and health risks to the user and others, and have a negative impact on work efficiency and productivity. For these reasons, we have a strict policy against the use or possession of drugs, marijuana or alcohol in the workplace. Every employee must comply with this policy at all times.

You must report for work fit to perform your job. You may never perform work while in an impaired state. You may not use or possess alcohol, marijuana or illegal drugs, or misuse legal or prescription drugs in the workplace. If you need to take a prescription drug that could have any affect upon your ability to perform your job duties, you must discuss possible reasonable accommodations with Management during your use of that drug so that you are not working in an impaired state.

Possession or use of marijuana remains unlawful under federal law. Although California has legalized marijuana for medicinal and recreational purposes, and the Company does not discriminate or retaliate against employees based on their use of cannabis while off-duty and away from the workplace, the Company is not required to allow the possession, use or being under the influence of medicinal or recreational marijuana in the workplace. Possessing, using or being under the influence of marijuana is strictly prohibited while on work time and may result in discipline, up to and including discharge.

A California Medical Marijuana Identification Card is not sufficient to overcome these prohibitions. If you have a medical issue for which your doctor wants to prescribe marijuana for use during work hours or while performing any work for the Company, you must bring this to our attention and we will work with you to consider any available leave of absence or allow you to find another treatment method that does not cause you to be under the influence of marijuana during work hours or while performing any work for the Company. We will not accommodate an employee who has already violated this policy and is now subject to disciplinary action.

You may not use, possess, transfer, distribute, manufacture or sell alcohol, marijuana or any illegal drug while on our property, during on-call status, while operating a vehicle or potentially dangerous equipment owned or leased by the Company, while on duty or while representing the Company in any manner. You also may not report for work, begin work, or remain on duty or on on-call status while under the influence of or impaired by any illegal drug, marijuana or alcohol, or be sufficiently impaired by any legal or prescription drug that would or could create a danger in the workplace, or inhibit your ability to perform the job in any way, as a result of your use of that drug.

For purposes of this policy, a drug will be considered an "illegal drug" if its use is prohibited or restricted by law or if you improperly use or possess the drug during work hours, regardless of whether such conduct constitutes an illegal act. Being "under the influence" of alcohol, marijuana or any other drug means that a drug or alcohol test would detect the presence of the drug or alcohol in your body. For marijuana, we will use only impairment tests. These tests measure an individual employee against their own baseline performance and identify the presence of tetrahydrocannabinol ("THC") in bodily fluids. We will not ask to test for non-psychoactive cannabis metabolites in hair, blood, urine, or other bodily fluids, nor will the presence of such metabolites result in any adverse employment action.

We will require you to undergo marijuana, drug and/or alcohol testing at a laboratory designated and paid for by the Company, to test for the presence of marijuana, impairment or the presence of drugs and/or alcohol and to agree in writing to allow the results of those tests to be furnished to and used by the Company, in the following circumstances:

1. Whenever we have a reasonable suspicion that you are under the influence of marijuana, drugs or alcohol during work time (for example, when you exhibit slurred speech, erratic behavior, loss of balance and coordination or similar conduct or appearance).
2. If you are involved in an accident that causes damage to property or injury to persons and there is a reasonable suspicion that you are under the influence of marijuana, drugs and/or alcohol was a contributing factor.
3. If you work in a safety-sensitive job. If you hold such a job, you will be notified in writing if you are subject to random marijuana, drug and/or alcohol testing.

Refusing to be tested, interfering with the validity of the testing process and testing positive will be considered violations of this policy.

If you voluntarily request the opportunity to enter and participate in a marijuana, alcohol or drug rehabilitation program, we will reasonably accommodate your request by granting a leave of absence for that purpose, provided that it does not impose an undue hardship on the Company. You may use accrued paid time off benefits during the leave of absence. We do not pay for the rehabilitation program. You must provide proof of attendance in the program. You are not eligible for a leave of absence if you are already subject to discipline or termination for a violation of this policy or any other Company policy.

#### **4.10 WORKPLACE VIOLENCE**

We have a zero-tolerance policy for workplace violence. Effective July 1, 2024, please see the Company's IIPP, which is separately issued to you and contains our Workplace Violence Prevention Plan, for further information regarding this policy.

Acts or threats of violence, including intimidation, harassment and/or coercion that involve or affect Company personnel or that occur on Company property will not be tolerated and may result in legal action.

"Acts or threats of violence" include conduct that creates a hostile, abusive or intimidating work environment for Company personnel. It also includes acts or threats of violence occurring on Company premises between any individuals, involving any person acting on behalf of the Company in any location, or which impacts the Company's legitimate interests.

Specific examples of conduct that may be considered threats or acts of violence include the following:

- Hitting or shoving another person.
- Threatening to harm another person or that person's family, friends, associates or property.
- Intentional destruction or threat of destruction of Company property.
- Harassing or threatening phone calls.
- Unauthorized surveillance or stalking.
- Unauthorized possession or inappropriate use of firearms or weapons.
- The conviction of an employee or any other representative of the Company under any criminal code provision relating to violence or threats of violence.

Our prohibition against threats and acts of violence applies to all persons involved in our operations, including employees, independent contractors, contract and temporary workers, customers and anyone else on our property or interacting with our Company.

Report any threats or acts of violence to management immediately. State, federal or other laws may impose additional reporting obligations. In emergency situations dial 911.

#### **4.11 WEAPONS**

You are absolutely prohibited from using, possessing, selling or purchasing weapons or dangerous materials at any time on Company premises (including in your vehicle parked on Company property or in a bag, briefcase or purse you bring into the Company), during work hours, or while representing the Company or conducting Company business anywhere. In addition to disciplinary action, doing so may subject you to additional legal action.

If you observe that any person is in possession of a weapon or dangerous material on Company property or during Company activities, report it to management immediately. In emergency situations dial 911.

Effective July 1, 2024, please see the Company's IIPP, which is separately issued to you and contains our Workplace Violence Prevention Plan, for further information regarding this policy.

#### **4.12 NO PETS IN THE WORKPLACE**

Employees are prohibited from bringing pets onto Company premises without prior approval from Management. Service and assistive animals will be accommodated in accordance with applicable laws.

#### **4.13 SUITABLE SEATING**

We will provide you with access to suitable seating if the nature of your work reasonably permits the use of seats. If the nature of your work requires standing, we will provide an adequate number of suitable seats within a reasonable proximity to your work area. These seats are provided for your use when it does not interfere with the performance of your job duties.

## **V. PERFORMANCE AND CONDUCT**

### **5.1 DRESS CODE**

We expect you to report to work in clothing that is suitable to your position and your working environment. Clothing should be neat, clean, in good taste and should not constitute a safety hazard. In general, you are expected to use good judgment and to groom yourself in accordance with accepted industry standards.

You must follow the above rules and must also comply with the following:

- Shoes, laces and soles must be all black, flat and closed toed;
- Pants must be all black, no denim, no leggings, no shorts;
- Shirts must be all black or have PDS logo or event shirt if permitted;
- Hats or beanies must be all black and baseball caps must be all black and worn facing forward;
- Jackets or hoodies must be all black.

To assure a safe and appropriate working environment, we will actively monitor these dress standards. If you do not comply with these requirements, we may ask you to leave work and return in proper attire, and you will not be paid for this time. We reserve sole discretion at all times to determine whether your attire is appropriate for the workplace.

Nothing in this policy is intended to interfere with your religious dress or grooming practices, protective hairstyles, or any dress or grooming practices related to your sex, gender, gender identity or gender expression. If these requirements impact your religious dress or grooming practices, protective hairstyles, or any dress or grooming practices related to your sex, gender, gender identity or gender expression, or if you require alternative dress or grooming practices related to a disability, please see Management to discuss a reasonable accommodation.

### **5.2 FRAGRANCES & SCENTED PRODUCTS**

To protect employees and clients with allergies or scent sensitivities, we ask that you minimize wearing or using discernible perfume, cologne, essential oils, scented hair products, deodorants or other scented products.

### **5.3 RULES OF CONDUCT**

It is important to us that all employees maintain proper standards of conduct and observe certain rules to ensure the orderly and efficient operation of our Company. Complying with Company rules does not guarantee continuing employment, because all

employees are employed at will. Subject to applicable law, however, employees who do not comply with Company policies, rules and directives will be disciplined or terminated.

It would be impossible to list all possible infractions that may lead to discipline, and we will discipline or terminate employees for any reason we deem necessary and appropriate. Some examples of misconduct warranting disciplinary action or termination include:

1. Sexual or other harassment, bullying, retaliation or discrimination of any kind, against another employee or anyone else affiliated with the Company, such as customers and vendors.
2. Theft, misappropriation, or unauthorized possession, removal or use of property, equipment, materials, documents or records belonging to the Company, a Company customer or another employee.
3. Damaging property or materials belonging to the Company, a customer or another employee.
4. Violating security, safety or fire prevention rules or regulations.
5. Engaging in any conduct that creates a safety hazard, or creating or contributing to unsanitary conditions by poor housekeeping.
6. Smoking or vaping in unauthorized areas or smelling of smoke or tobacco in the workplace or while representing the Company.
7. Unauthorized possession of a weapon or other dangerous materials on Company premises or while representing the Company.
8. Gambling or loan sharking on Company premises or by using Company resources.
9. Using or possessing alcoholic beverages, marijuana, or illegal narcotics or drugs on Company premises, in Company vehicles or in vehicles being driven on Company business or while representing the Company, or reporting to work under the influence of intoxicants or drugs (whether unlawful or not) that interfere with job performance, or misusing prescription or other lawful drugs.
10. Misuse, falsification or alteration of any employment or Company reports or records, such as job applications, medical or employment history, personnel records, pay records, time records, customer or vendor documents, absence or illness reports, accident reports or injury claims.
11. Insubordination or unjustified refusal to follow management instructions, or, subject to applicable law, refusal or unwillingness to accept a job assignment or to perform job requirements.
12. Failure to observe scheduled work hours, failure to provide proper notice of absence, failure to report to work when scheduled, unauthorized or excessive absences, excessive tardiness, abuse of leave benefits.

13. Leaving Company premises without permission during regularly-scheduled work hours, unauthorized absence from your assigned work area during regularly-scheduled work hours, or leaving the premises without recording your departure on your time records.
14. Working unauthorized overtime, working off the clock or being on Company premises when you are not scheduled to work.
15. Sleeping, loitering, wasting time or interfering with the work of others during regular work hours.
16. Except where permitted by law, engaging in personal calls, text messaging, instant messaging, social media activity or other non-work activities during work hours, or taking excessive break time to do so.
17. Malicious false statements , bullying others, or unlawfully defaming other personnel or our Company, disrespectful or rude treatment of others.
18. Rude, discourteous or unprofessional behavior, creating a disturbance on Company premises or creating discord with customers, fellow employees or other Company representatives, use of profanity or abusive language, striking or hitting another employee.
19. Unlawful conduct impacting our Company in any manner, whether committed on or off the job.
20. Conduct on or off Company premises which adversely affects the Company's services, property, business opportunities, or interferes with job performance.
21. Obtaining confidential information pertaining to the Company or to the customers, employees or other representatives of the Company without authorization to do so.
22. Divulging confidential or proprietary information or trade secrets to any person or entity except in the course of performing duties as an employee of the Company and with the Company's consent.
23. Failure to report an injury, illness or accident (including a workers' compensation injury or illness), failure to report harassment, discrimination, retaliation, bullying, or failure to report unsafe conditions in the workplace.
24. Taking or giving bribes or gifts of any nature as an inducement to obtain special treatment, to provide confidential information or to obtain a position or benefit.
25. Entering or leaving Company premises or removing any Company confidential information or materials at any time without authorization.
26. Refusal to execute Company documents or participate in Company investigations required as a condition of employment.
27. Any violation of these policies, or of any rule, practice, procedure, policy or management directive set or stated by the Company at any time.

#### **5.4 DISCIPLINE**

Our intent is to implement discipline as a corrective action and as an instrument for improvement, rather than as punishment, whenever possible. We administer disciplinary action as we deem necessary in each individual case, based upon the circumstances at hand.

Disciplinary action may include verbal counseling or warning, written counseling or warning, probation, performance improvement periods, demotion, administrative leave, suspension or termination. These disciplinary methods may be used at any time, in any order, and we may skip or repeat various forms of discipline in our sole discretion. This policy is not a promise or guarantee that a specific course of discipline will be administered in any case or in every case, or that any lesser form of discipline will be implemented prior to termination.

Our use of any particular form of discipline or decision whether or not to impose discipline in any particular case does not change your at-will employment relationship with the Company.

#### **5.5 OPEN-DOOR POLICY**

Suggestions for improving our policies, practices and procedures are always welcome. At some time, you may have a complaint, suggestion, or question about your job, your working conditions, or the treatment you are receiving. Your complaints, questions, and suggestions are important to us.

If you have an issue that concerns you, please talk to Management or any member of the management team. If you feel that your concern has not received appropriate attention, please raise the issue with another member of management.

We cannot guarantee that every problem will be resolved to your satisfaction. However, we value your observations and you should feel free to raise issues of concern, in good faith, without fear of retaliation.

As part of our commitment to our employees, the Company will actively solicit your observations, concerns and suggestions in written surveys or during meetings and/or conversations with management. You can be assured that the Company values your opinions and will make every reasonable effort to address and correct your concerns.

## **VI. ARBITRATION**

We are committed to maintaining a work environment where employees are treated fairly and in compliance with all applicable laws. However, there may be times during or after your employment when you believe that you have a legal claim arising from your employment with the Company. In that case, it is in our mutual best interests to have that dispute resolved fairly and expeditiously.

We believe that the best way to do so is to arbitrate any claims you may wish to pursue. Binding arbitration is typically a less costly and more efficient manner of resolving disputes. You and the Company are each responsible for paying your own legal fees; however, when you submit your claim to binding arbitration, we pay the arbitration fees associated with that claim.

For these reasons, except as prohibited by applicable law, we require that any claims arising from your employment with the Company be submitted to final and binding arbitration and that you sign our Arbitration Agreement as a condition of employment. Please note that your continued employment constitutes acceptance of this policy.

## **VII. CONCLUSION**

In this employee handbook, we have given you an outline of our major policies, procedures and benefits. If you have questions about the material covered in this handbook or about anything concerning your employment with us, please discuss these questions with Management.

Again, welcome to our Company. We look forward to working with you!

**PDS**  
**EMPLOYEE ACKNOWLEDGMENTS**  
**[EMPLOYEE COPY]**

**Handbook Acknowledgment.** I, \_\_\_\_\_, acknowledge that I received and read a copy of the employee handbook. I agree to follow the guidelines and policies contained in the Handbook or as directed by the Company. I further understand that the Company has the right to revise the policies and procedures in the handbook at any time, except for the policy of at-will employment and the arbitration agreement . I understand that no statements, representations or actions of any employee or principal of the Company will modify these policies and procedures unless I receive specific written notice of modification.

Initials: \_\_\_\_\_

**At-Will Acknowledgement.** I understand that the handbook is not a contract for or a guarantee of continuing employment. I understand that, unless I am advised in writing otherwise, I am an at-will employee of the Company. This means that my employment is for no definite period and my terms and conditions of employment may be changed at any time, with or without cause. It also means that I may leave my employment at any time and the Company may terminate my employment at any time, with or without cause, and without any prior notice. I acknowledge that this constitutes the entire agreement between me and the Company regarding my at-will employment status, and that it supersedes any prior written, oral or implied agreements on this subject. I also acknowledge that this at-will relationship cannot be modified or changed during my employment except by specific written agreement between me (or my authorized representative) and the Company, signed by Management.

Initials: \_\_\_\_\_

**Discrimination, Harassment, Bullying and Retaliation Acknowledgement.** I understand and acknowledge that the Company forbids discrimination, harassment, bullying and retaliation. I have reviewed and understand the Equal Employment Policy, the Policy Against Harassment, the Gossip, Bullying, Abusive Conduct or Communications Policy and the policy on Reporting Harassment, Discrimination, Retaliation or Bullying to the Company, contained in this Handbook. I agree to abide by those policies and to immediately report any incident of discrimination, harassment, bullying or retaliation against me or any other person working for or related in any way to the Company.

Initials: \_\_\_\_\_

Date: \_\_\_\_\_  
(Print Employee Name)

---

(Sign Employee Name)

**RETAIN THIS PAGE IN YOUR HANDBOOK.**

**PDS**  
**EMPLOYEE ACKNOWLEDGMENTS**  
**[EMPLOYER COPY]**

**Handbook Acknowledgment.** I, \_\_\_\_\_, acknowledge that I received and read a copy of the employee handbook. I agree to follow the guidelines and policies contained in the Handbook or as directed by the Company. I further understand that the Company has the right to revise the policies and procedures in the handbook at any time, except for the policy of at-will employment and the arbitration agreement. I understand that no statements, representations or actions of any employee or principal of the Company will modify these policies and procedures unless I receive specific written notice of modification.

Initials: \_\_\_\_\_

**At-Will Acknowledgement.** I understand that the handbook is not a contract for or a guarantee of continuing employment. I understand that, unless I am advised in writing otherwise, I am an at-will employee of the Company. This means that my employment is for no definite period and my terms and conditions of employment may be changed at any time, with or without cause. It also means that I may leave my employment at any time and the Company may terminate my employment at any time, with or without cause, and without any prior notice. I acknowledge that this constitutes the entire agreement between me and the Company regarding my at-will employment status, and that it supersedes any prior written, oral or implied agreements on this subject. I also acknowledge that this at-will relationship cannot be modified or changed during my employment except by specific written agreement between me (or my authorized representative) and the Company, signed by Management.

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Initials: \_\_\_\_\_

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

(Print Employee Name)

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(Sign Employee Name)

**DETACH AND GIVE THIS TO HUMAN RESOURCES AFTER YOU HAVE SIGNED  
AND DATED IT.**

**PDS**  
**ARBITRATION AGREEMENT**  
**[EMPLOYEE COPY]**

Although PDS (the “Company”) hopes that employment disputes will not occur, the Company believes that where such disputes do arise, it is in the mutual interest of everyone involved to handle them in binding arbitration, which generally resolves disputes quicker than court litigation and with a minimum of disturbance to all parties involved.

**This Arbitration Agreement (“Agreement”) is governed by the Federal Arbitration Act (“FAA”), unless a FAA exclusion applies or as expressly provided otherwise below. The California Arbitration Act (“CAA”) shall govern this Agreement in the event that a FAA exclusion applies. By entering into this Agreement, the Company and the undersigned Employee are waiving the right to a jury trial for most employment-related disputes. The Employee further understands that entering into this Agreement does not alter the Employee’s at-will employment with the Company.**

The Company and the undersigned Employee hereby agree that any dispute with any party (including, but not limited to, the Company, its affiliates, successors, representatives, and related entities, including any entities where Employee has been sent to work by Company) arising out of or in any way related to Employee’s application for employment and employment with the Company shall be resolved by mandatory, binding arbitration before a retired judge or other arbitrator selected by mutual agreement of the Company and the Employee.

The arbitration requirement **does apply** to all statutory, contractual and/or common law claims arising from employment with the Company where permitted by law including, but not limited to, the following:

- Any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement including but not limited to any claim that all or any part of this Agreement is void or voidable;
- Claims that could be asserted in court, including breach of any express or implied contract or covenant, tort claims, claims for retaliation, harassment or discrimination of any kind, including claims based on any and all characteristics protected by law. This includes claims under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the federal Fair Labor Standards Act, the California Fair Employment and Housing Act, the California Constitution, the California Labor Code, or any other federal, state or local statute, rule or ordinance covering these subjects;
- Claims for violation of any statutory leave law, including but not limited to, the federal Family and Medical Leave Act (“FMLA”), the California Family Rights Act (“CFRA”), California Paid Family Leave (“PFL”) or any related federal, state or local statute, rule or ordinance;
- Violations of confidentiality or breaches of trade secrets;
- Violation of any other federal, state, or other governmental law, regulation or ordinance, whether based on statute or common law; and
- Claims made against the Company or any of its subsidiary or affiliated entities, or its individual officers, directors or employees, or any entity where Employee is sent to work, for any matters arising out of any of the above claims.

This Agreement **does not** cover the following claims:

- Administrative claims properly presented to an administrative agency, such as the Equal Employment Opportunity Commission ("EEOC") or federal Department of Labor ("Wage and Hour Division"), or any equivalent state administrative agency, except that if any such claim is dismissed from the administrative agency's jurisdiction, the parties must then submit to binding arbitration pursuant to this Agreement. The Employee may (but is not required to) choose arbitration to resolve the Employee's dispute rather than pursuing a claim with an administrative agency;
- Workers' Compensation benefits;
- Unemployment compensation benefits;
- Claims based on the National Labor Relations Act;
- Claims based upon any Company employee benefit and/or welfare plan that contains an appeal procedure or other procedure for the resolution of disputes under the plan;
- Claims that by law may not be arbitrated.

**Waiver of Representative Actions.** Except as otherwise required by applicable law, the parties agree that they are expressly precluded from filing, participating in or joining in any and all claims subject to binding arbitration under this Agreement, including as set forth more specifically above, and that all such claims shall be conducted on an individual basis, and not as a joint action, class action, representative Labor Code Private Attorneys General Act ("PAGA") action, or any other representative and/or collective action or claim. If this waiver is deemed to be invalid as a matter of law, the joint, class, PAGA, collective and/or representative action may be litigated in court, but the parties agree any court action shall be stayed until the completion of any arbitration under this Agreement. If any portion of this waiver remains valid, it shall be enforced in arbitration.

**Arbitration Procedures.** Binding arbitration under this Agreement shall be conducted in accordance with the Judicial Arbitration and Mediation Services, Inc. ("JAMS") rules for employment law disputes. A copy of these JAMS rules can be found at [www.jamsadr.com](http://www.jamsadr.com) under "Rules & Clauses". The parties may mutually agree upon another arbitration provider or procedure.

The Arbitrator shall be a retired superior or appellate court judge or other professional arbitrator chosen by agreement of the parties or any local dispute resolution service administered by the Superior Court of the county in which the dispute arose. The Arbitrator shall not have any authority to consolidate, combine or aggregate the claims of the undersigned Employee with those of any other employee. The Arbitrator shall have no authority to create an arbitration proceeding on a class, PAGA, joint, collective and/or representative basis, nor to award relief to a class or group of employees in one arbitration proceeding.

Any dispute with any party arising out of or in any way related to Employee's application for employment and employment with the Company must be submitted to binding arbitration within the applicable statute of limitations prescribed by law. With the exception of a filing fee that shall not exceed the cost to file a comparable claim in state or federal court, the Company shall pay the fees and costs of the Arbitrator, and each party shall pay for its own costs and attorneys' fees. However, the Arbitrator may award costs and/or attorneys' fees to the prevailing party to the extent permitted by law and shall follow any applicable statutory requirements regarding an award of attorneys' fees and costs.

The parties shall follow the discovery procedures set forth by JAMS. The parties hereby agree that the arbitrator shall have authority to issue discovery subpoenas for nonparty depositions including subpoenas for the production of documents. Within 30 days of the conclusion of the arbitration, the Arbitrator shall issue a written opinion setting forth the factual and legal basis for the Arbitrator's decision. The Arbitrator shall have the power and discretion to award to the prevailing party all damages provided under the applicable law.

**Severability.** If any provision of this Agreement is held to be invalid or unenforceable, it shall be stricken from the Agreement and the remainder of the provision and the Agreement shall be fully enforceable. If any provision of this Agreement is held to be in conflict with a mandatory provision of applicable law, the conflicting provision of this Agreement shall be modified automatically to comply with the applicable law.

**The parties each acknowledge that they have entered into this Agreement with full knowledge and understanding of its terms, and have not relied upon any promises or representations other than those contained herein. The parties each acknowledge that they have been given the opportunity to seek the advice of counsel with regard to the terms of this Agreement to the extent deemed necessary by that party.**

**Each party acknowledges that it is giving up its right to a court or jury trial by entering into this Agreement. The parties further understand that this Agreement does not change Employee's at-will employment status with the Company. Employee's decision to continue employment with Company after receipt of this Agreement shall constitute Employee's acceptance of the terms of this Agreement even if this Agreement has not been signed for any reason.**

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Date

Print Employee Name

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Employee Signature

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Date

Print Employer Representative Name

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Employer Representative Signature

---

Employer Representative Title

**RETAIN THIS COPY FOR YOUR RECORDS.**

**PDS**  
**ARBITRATION AGREEMENT**  
**[EMPLOYER COPY]**

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The Company and the undersigned Employee hereby agree that any dispute with any party (including, but not limited to, the Company, its affiliates, successors, representatives, and related entities, including any entities where Employee has been sent to work by Company) arising out of or in any way related to Employee's application for employment and employment with the Company shall be resolved by mandatory, binding arbitration before a retired judge or other arbitrator selected by mutual agreement of the Company and the Employee.

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- Violations of confidentiality or breaches of trade secrets;
- Violation of any other federal, state, or other governmental law, regulation or ordinance, whether based on statute or common law; and
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Date

Print Employee Name

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Employee Signature

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Date

Print Employer Representative Name

---

Employer Representative Signature

---

Employer Representative Title

**DETACH AND GIVE THIS DOCUMENT TO HUMAN RESOURCES AFTER SIGNING AND DATING IT.**