

EMPLOYEE HANDBOOK

SAMPLE HANDBOOK DISCLAIMER

This Employee Handbook is provided as a general sample template for informational and reference purposes only. It is not intended to serve as legal advice, nor does it guarantee compliance with all federal, state, or local employment laws.

Employment laws, regulations, and workplace requirements may vary depending on the employer's size, industry, location, workforce, benefits, policies, and specific business practices.

We strongly recommend that every employer have this handbook reviewed and customized by a qualified Human Resources professional and/or employment attorney before it is adopted, distributed, or relied upon.

Each employer is responsible for ensuring that its handbook accurately reflects its own policies and practices and complies with all applicable federal, state, and local laws and regulations.

Because employment laws and regulations may change from year to year, employers should review this handbook at least annually and update it as necessary to remain compliant with applicable federal, state, and local requirements.

COMPANY NAME: _____

EMPLOYEE HANDBOOK

Effective Date: _____

CALIFORNIA TEMPLATE USE NOTICE

This handbook is a general California employment template and must be customized before use. Some policies apply only when an employer meets a specified employee-count threshold, operates in a locality with additional requirements, or is covered by a particular industry rule, government contract, or collective bargaining agreement.

Complete or confirm all employer-specific items before use, including company name, effective date, contact channels, benefits, payroll practices, work schedules, local paid-leave requirements, and employer-size-dependent leave policies. The Company should review this handbook with qualified California employment counsel or an experienced HR professional before distribution and should update it as laws change.

INTRODUCTION

The Company is pleased to have you as one of our employees.

This Employee Handbook sets forth the policies applicable to all employees. It contains the major policies and procedures of the Company.

It is important that you read and familiarize yourself with the policies in this Employee Handbook.

This handbook supersedes all previously issued handbooks and any inconsistent policy statements or memoranda made in the past. With or without prior notice, the Company reserves the right to revise, modify, delete or add to any and all policies, procedures, work rules or benefits stated in this handbook or in any other related document.

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

This handbook sets forth the entire agreement between you and the Company as to the duration of employment and the circumstances under which employment may be terminated. Nothing in this handbook or in any other personnel document, including benefit plan descriptions, creates nor is intended to create a promise or representation of continued employment for any employee.

Nothing in this Employee Handbook or in any other document or policy is intended to prohibit any employee from reporting concerns, making lawful disclosures, or communicating with any governmental authority about conduct they believe violates any laws or regulations. Nothing about the policies and procedures set forth in this Employee Handbook should be construed to interfere with any employee rights provided under state or federal law, including Section 7 of the National Labor Relations Act, including the right to communicate with others concerning wages, hours, benefits, and other terms or conditions of employment; to self-organize, form, join or assist labor organizations; to bargain collectively with representatives of the employees' choosing; to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; or to refrain from engaging in such activities.

If you have any questions concerning the contents of this handbook, please consult Human Resources or another designated member of management or your manager.

EMPLOYMENT RELATIONSHIP

Employment At-Will

Employment with the Company is on an "at-will" basis. Employment at-will may be terminated at the will of either the Company or the employee. Employment may be terminated with or without cause, and with or without

notice, at any time by you or the Company. Terms and conditions of employment with the Company may be modified at the sole discretion of the Company with or without cause and with or without notice unless there is a properly executed written agreement to the contrary.

No one other than the Company CEO or president has the authority to create an employment relationship other than on an "at-will" basis and any such agreement must be in writing.

No implied contract concerning any employment-based decision or terms and conditions of employment can be established by any other statement, conduct, policy, or practice.

Equal Employment Opportunity

The Company is an equal opportunity employer. In accordance with applicable law, we prohibit discrimination and harassment against any applicant or employee based on any legally protected characteristics, including, but not limited to: veteran status, uniformed servicemember status, race, color, religion, sex, sexual orientation, gender identity, age, pregnancy (including childbirth, lactation, and related medical conditions), national origin or ancestry, citizenship or immigration status, physical or mental disability, genetic information (including testing and characteristics) or any other category protected by federal, state, or local law (collectively, "protected characteristics"). Our commitment to equal opportunity employment applies to all persons involved in our operations and prohibits unlawful discrimination by any employee, including supervisors and co-workers.

In addition, the Company has numerous policies that are designed to achieve important business objectives. We recognize, however, that an otherwise legitimate workplace policy can have unintended consequences to individuals in a particular group or class.

Any individual who believes that they or another individual have been subjected to discrimination in violation of this policy should report it pursuant to the Complaint Reporting Procedure policy in this handbook. If the Company determines this policy has been violated, appropriate disciplinary action, up to and including termination of employment, will be taken.

Retaliation is prohibited against any person by another employee or by the Company for reporting proscribed discrimination or for filing, testifying, assisting, or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. An individual should report any retaliation prohibited by this policy pursuant to the Complaint Reporting Procedure policy. If a complaint of retaliation is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

Commitment to Diversity

The Company is committed to creating and maintaining a workplace in which all employees have an opportunity to participate and contribute to the success of the business and are valued for their skills, experience, and unique perspectives. This commitment is embodied in company policy and the way we do business at the Company and is an important principle of sound business management.

Prohibition Against Discrimination and Harassment in the Workplace

The Company is committed to providing a work environment free of unlawful discrimination and harassment based on any legally protected characteristics.

Company policy prohibits unlawful discrimination and harassment based on any legally recognized status, including, but not limited to: veteran status, uniformed servicemember status, race, color, religion, sex, sexual orientation, gender identity, age (40 and over), pregnancy (including childbirth, lactation and related medical conditions), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics), citizenship or immigration status, or any other status protected by federal, state, or local law (collectively, "protected characteristics").

The Company's anti-discrimination/anti-harassment policy applies to all persons involved in the operation of the Company, including employees, supervisors, managers, temporary or seasonal workers, agents, clients, vendors, customers, or any other third party involved in the Company's operations. This policy specifically prohibits conduct that creates or contributes to a hostile or offensive working environment for any Company employee, applicant, intern, or volunteer based on protected characteristics. If such harassment occurs that an

employee believes to be a violation of this policy, the procedures set forth in the Complaint Reporting Procedure policy should be followed.

The Company prohibits unlawful harassment and sexual harassment, as well as proscribed conduct that does not rise to the level of being unlawful. This policy is not designed or intended to limit the Company's authority to discipline or take remedial action for conduct that violates this policy that the Company deems unacceptable, regardless of whether that conduct satisfies the definition of unlawful harassment or sexual harassment.

Sexual Harassment Defined

Sexual harassment includes unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of employment; or
- Submission to, or rejection of, such conduct is used as a basis for employment decisions affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment, even if the individual making the report is not the intended target of such conduct.

Sexual harassment also includes various forms of offensive behavior based on sex. The following is a non-exhaustive list of the types of conduct prohibited by this policy:

- Unwanted sexual advances or propositions (including repeated and unwelcome requests for dates).
- Offers of employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct: leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons, posters, websites, emails or text messages.
- Verbal conduct: making or using sexually derogatory comments, innuendos, epithets, slurs, sexually explicit jokes or comments about an individual's body or dress, whistling or making suggestive or insulting sounds.
- Verbal and/or written abuse of a sexual nature, graphic verbal and/or written sexually degrading commentary about an individual's body or dress or sexual experiences, sexually suggestive or obscene letters, notes, invitations, emails, text messages, tweets or other social media postings.
- Physical conduct: unwelcome or inappropriate touching, physical violence, intimidation, assault or impeding or blocking normal movements.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity or the status of being transgender, such as:
 - o Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
 - o Repeated and intentional use of a name or pronoun inconsistent with an individual's known gender identity;
 - o Asking intrusive questions about a person's sexual orientation, gender identity, gender transition or intimate body parts;
 - o Sabotaging an individual's work; and
 - o Bullying, yelling, or name-calling
- Retaliation for making reports or threatening to report sexual harassment.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of their gender can amount to sexual harassment, regardless of whether the treatment is motivated by any sexual desire.

Sexual harassment can occur regardless of the gender of the person committing it or the person who is exposed to it. Harassment on the basis of sexual orientation, self-identified gender, perceived gender or transgender status are all forms of prohibited sexual harassment.

Other Types of Prohibited Harassment

Harassment on the basis of any protected characteristic is prohibited, including harassment based on veteran status, uniformed servicemember status, race, color, religion, sex, age, pregnancy (including childbirth, lactation and related medical conditions), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics), citizenship or immigration status, or any other consideration protected by federal, state, or local law. Prohibited harassment may include behavior similar to the illustrations above and may also include, but is not limited to:

- Verbal conduct including taunting, jokes, threats, epithets, derogatory comments or slurs based on an individual's protected characteristics;
- Visual and/or written conduct including derogatory posters, photographs, calendars, cartoons, drawings, websites, emails, text messages or gestures based on an individual's protected characteristics;
- Sharing pornography or sexually demeaning depictions of people, including AI-generated and deepfake images and videos;
- Mimicking or mocking a person's disability, accent or religious garments, jewelry, or displays; and
- Physical conduct including assault, unwanted touching or blocking normal movement because of an individual's protected characteristics.

Protection Against Retaliation

Retaliation is prohibited against any person by another employee or by the Company for using the procedures in the Complaint Reporting Procedure policy; reporting proscribed discrimination, harassment, sexual harassment, or retaliation; objecting to such conduct; or filing, testifying, assisting, or participating in any manner in any investigation, proceeding, or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions, or otherwise denying any employment benefit.

Individuals who believe they or another individual have been subjected to retaliation should report this concern pursuant to the Complaint Reporting Procedure policy in this handbook. Any report of retaliatory conduct will be investigated in a thorough and objective manner.

Discipline

If the Company determines that this policy has been violated, including if a supervisor or manager knowingly allows the policy to be violated without reporting it, prompt remedial action will be taken, up to and including termination of employment.

Good Faith Reporting

The Company needs, expects, and encourages you to come forward, without delay, should you suspect that any form of discrimination, prohibited harassment, sexual harassment, or retaliation has occurred in the workplace. The Company takes all complaints regarding discrimination and harassment in the workplace seriously. The initiation of a good faith complaint of discrimination, prohibited harassment, sexual harassment, or retaliation will not be grounds for disciplinary or other retaliatory action, even if the allegations cannot be substantiated or the employee was mistaken about aspects of the complaint. Any individual who makes a complaint that is demonstrated to be intentionally false may be subject to discipline, up to and including termination.

Prohibition Against Retaliation in the Workplace

The Company prohibits retaliation against any person who opposes, reports, or assists another person in reporting suspected discrimination, harassment, and/or sexual harassment in the workplace. The Company also prohibits retaliation against any person who in good faith reports conduct they believe may be fraudulent, unethical, retaliatory, or a violation of the laws and regulations under which we do business. Employees who

come forward in good faith to report such concerns in the workplace will be protected from retaliation for having done so. Similarly, employees who in good faith participate in an investigation of reported misconduct will be protected from retaliation. The previously listed activities shall be referred to herein as “protected conduct.”

The Company’s anti-retaliation policy applies to all persons involved in the operation of the Company, including all Company employees, supervisors, and those in management, as well as all persons doing business with or for the Company including vendors, customers, independent contractors, and others who enter the workplace (i.e. “third parties”). The Company’s anti-retaliation policy prohibits retaliatory conduct against employees who have engaged in protected conduct by any employee of the Company (including supervisors, managers, and co-workers of the above-listed persons) or by any third party.

The Company needs, expects and encourages you to come forward, without delay, should you suspect that any form of retaliation has occurred. The Company takes all complaints regarding retaliation in the workplace seriously. If you feel you have been subject to retaliation, please notify the Company immediately using the Company’s Complaint Reporting Procedure (below). Retaliation will not be tolerated.

Any employee, regardless of position or title, whom the Company determines has engaged in retaliation in violation of this policy, will be subject to discipline, up to and including unpaid suspension and/or termination of employment.

Please note that nothing in this policy prevents the Company from taking appropriate disciplinary or other legitimate employment action consistent with its usual disciplinary practices and the law. In addition, this policy prohibits and does not protect employees who knowingly and intentionally raise false concerns or reports.

Disability Accommodation

To comply with applicable laws ensuring equal employment opportunities for individuals with disabilities, the Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an employee or applicant for employment unless undue hardship and/or a direct threat to the health and/or safety of the individual or others would result.

Any employee who requires an accommodation in order to perform the essential functions of their job, enjoy an equal employment opportunity, and/or obtain equal job benefits should request such an accommodation. The Company will communicate with the employee and engage in an interactive process to determine the nature of the issue and what, if any, reasonable accommodation may be appropriate. In some cases, this interactive process may be triggered without a request from the employee, such as when the Company receives notice from its own observation or another source that a medical impairment may be impacting the employee’s ability to perform their essential job functions.

Employees who believe they need an accommodation must specify, preferably in writing, what barriers or limitations prompted the request. The Company will evaluate information obtained from the employee, and possibly their health care provider or another appropriate health care provider, regarding any reported or apparent barriers or limitations and will then work with the employee to identify possible accommodations, if any, that will help to eliminate or otherwise address the barrier(s) or limitation(s). If an identified accommodation is reasonable and will not impose an undue hardship on the Company and/or a direct threat to the health and/or safety of the individual or others, the Company will generally make the accommodation or it may propose another reasonable accommodation that may also be effective. Employees are required to cooperate with this process by providing all necessary documentation supporting the need for accommodation and be willing to consider alternative accommodations when applicable.

The Company will also consider requests for reasonable accommodations for medical conditions related to pregnancy, childbirth, and lactation as required by applicable federal, state, or local law.

Human Resources is responsible for implementing this policy, including the resolution of reasonable accommodation requests. Please contact Human Resources or another designated member of management with any questions or requests for accommodation.

The Company will not retaliate or otherwise discriminate against an employee or applicant who requests an accommodation in accordance with this policy.

Religious Accommodation

The Company will provide reasonable accommodation for employees' religious beliefs, observances, and practices when a need for such accommodation is identified and reasonable accommodation is possible. A reasonable accommodation is one that eliminates the conflict between an employee's religious beliefs, observances, or practices and the employee's job requirements, without causing undue hardship to the Company.

The Company has developed an accommodation process to assist employees, management, and Human Resources. Through this process, the Company establishes a system of open communication between employees and the Company to discuss conflicts between religion and work and to take action to provide reasonable accommodation for employees' needs. The intent of this process is to ensure a consistent approach when addressing religious accommodation requests.

Any employee who perceives a conflict between job requirements and a religious belief, observance, or practice should bring the conflict and their request for accommodation to the attention of Human Resources or another designated member of management to initiate the accommodation process. The Company asks that accommodation requests be made in writing, and in the case of schedule adjustments, as far in advance as possible. In addition, if the Company becomes aware of an applicant's or employee's need for religious accommodation, the Company will contact the applicant or employee to discuss a potential accommodation.

As a part of the interactive process, the Company will identify possible reasonable accommodations, if any, that will help accommodate the applicant's or employee's religious beliefs and/or religious practices. If there is more than one reasonable accommodation that will not impose an undue hardship, the Company will identify and select the accommodation(s) that will be made for the applicant or employee.

The Company will not retaliate or otherwise discriminate against an employee or applicant because they request an accommodation in accordance with this policy.

Genetic Information Non-Discrimination (GINA) Policy

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits covered employers from requesting or requiring genetic information of an individual or an individual's family member, except as specifically allowed by this law. To comply with GINA, the Company asks that employees not provide any genetic information when responding to a request for medical information for purposes of leaves of absence or otherwise.

"Genetic information" as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member using assistive reproductive services. If you have any questions about the information to be provided, please contact Human Resources or another designated member of management.

Open Door Policy

In an organization as dynamic and creative as the Company, disagreements among employees or between managers and employees will occasionally arise. In most situations, the individuals directly involved will resolve those disagreements. If that cannot be accomplished, the "Open Door Policy" provides an effective path towards resolution. If you have a job-related problem, complaint, or suggestion, you are encouraged to speak to your supervisor or any member of management at a mutually convenient time.

We encourage all our employees to use the Open Door Policy to resolve any work-related problems or concerns. This policy is not intended to prohibit employees from discussing terms and conditions of employment with others, reporting to the government possible violations of laws or regulations, or making other disclosures to the government protected under whistleblower provisions of federal or state laws and regulations.

This procedure should not be construed as preventing, limiting, or delaying the Company from taking appropriate disciplinary action against any individual, up to and including termination, in circumstances where the Company deems such action appropriate.

Complaint Reporting Procedure

The Company encourages all individuals to report any incidents of unlawful discrimination, sexual harassment, other harassment, retaliation, or denial of accommodation immediately so that complaints can be quickly and fairly resolved.

If you believe that you have been the victim of discrimination, harassment (including sexual harassment), retaliation, and/or denied accommodation (for your disability, pregnancy, childbirth, or related medical condition, or for your religious belief and/or religious practice), you should report this problem to your immediate supervisor or any other member of management and/or Human Resources or another designated member of management. In a case where your complaint may involve your immediate supervisor, you should notify any other member of management and/or Human Resources or another designated member of management. In a case where your complaint may involve your immediate supervisor, you should notify any other member of management and/or Human Resources or another designated member of management.

Your complaint should be as detailed as possible. You will be asked to provide the details of the incident(s) that occurred and the names of all individuals involved and any witnesses. It would be best to communicate your complaint in writing, but this is not mandatory.

Supervisors and managers will refer all complaints involving discrimination, harassment, or other prohibited conduct to Human Resources. Upon receipt of a complaint, Human Resources will immediately undertake an effective, thorough and objective investigation of the allegations. All complaints will be investigated.

Investigations will be kept confidential to the extent possible. Information obtained during the complaint procedure and investigation will be only shared with those individuals on a need-to-know basis or as required by law. A Company representative will advise all parties concerned of the results of the investigation.

If the Company determines that discrimination, harassment, or other prohibited conduct has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by the Company to be responsible for discrimination, harassment or other prohibited conduct will be subject to appropriate disciplinary action, up to and including unpaid suspension and/or termination of employment.

The Company will not retaliate against you for filing a complaint and will not tolerate or permit retaliation by management, employees, co-workers, or third parties.

You also should be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment in employment. If you think you have been harassed or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency.

The nearest office is listed in the telephone book or can be found by visiting the agency websites at www.calcivilrights.ca.gov and www.eeoc.gov or at the addresses listed below:

California Civil Rights Department

2218 Kausen Drive, Suite 100

Elk Grove, CA 95758

Phone: 800-884-1684 (voice), 800-700-2320 (TTY) or California's Relay Service at 711

contact.center@calcivilrights.ca.gov

<https://calcivilrights.ca.gov>

U.S. Equal Employment Opportunity Commission

450 Golden Gate Avenue,

5 West, P.O. Box 36025

San Francisco, CA 94102-3661

1-800-669-4000 or 1-800-669-6820 (TTY)

<https://www.eeoc.gov/field-office>

WORK HOURS AND PAYROLL

Work Schedules

Work schedules for employees vary throughout our organization depending on the position, the season and customer needs. Due to fluctuating application schedules, we must remain flexible in the hours and days we work.

The Company's designated workweek and workday will be established in writing and communicated to employees. [CUSTOMIZE BEFORE USE: identify the fixed seven-day workweek and applicable workday for payroll and overtime purposes.] Work schedules may vary by position, location, and business needs.

Employee work schedules are generally established within this framework. When required, an employee's normal work schedule may be somewhat shorter or longer.

You will be advised of your daily starting time. Employees are expected to be at their assigned work areas, ready to begin work, when their shift commences.

Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week. Your supervisor will notify you of your work schedule.

Employment Status

In order to determine eligibility for benefits and overtime status and to ensure compliance with federal and state laws and regulations, the Company classifies its employees as follows:

- **Full-Time Non-Exempt Employees** – Full-time non-exempt employees are those employees who are normally scheduled to work and who do work a schedule of 40 or more hours per week.
- **Part-Time Non-Exempt Employees** – Part-time non-exempt employees are those employees who are scheduled to and do work less than 40 hours per week. Part-time non-exempt employees may be assigned a work schedule in advance or may work on an as-needed basis.
- **Temporary Employees** – Temporary employees are those employees hired for a particular task. Irrespective of the amount of time necessary to complete that task, such employees shall not by the passage of time be converted to full-time employees.
- **Exempt Employees** – Exempt employees are those whose job assignments meet the federal and state requirements for overtime exemption. Exempt employees are compensated on a salary basis and are not eligible for overtime pay. Generally, executive, administrative, professional, and certain outside sales employees are overtime exempt. Your Supervisor will inform you if you are classified as an exempt employee.

The Company may review or change employee classifications at any time.

Exempt employees and full-time non-exempt employees will be provided Company benefits in accordance with federal and state laws and Company policy. Any benefits provided by the Company will be explained in a separate document and may change from time to time at the discretion of management and in accordance with federal and state law. If you have questions regarding benefits which may apply to you, please contact Human Resources or another designated member of management or management.

Eligibility for Company-sponsored benefits, if any, is determined by the terms of the applicable benefit plan documents, Company policy, employee classification, and applicable law. Employees should contact Human Resources or another designated member of management with questions regarding benefit eligibility.

Overtime for Employees in Non-Exempt Positions

When operating requirements or other needs cannot be met during regular working hours, employees in non-exempt positions will be assigned or given the opportunity to volunteer for overtime work assignments. All overtime work must receive prior authorization from your supervisor or manager. Overtime assignments will be distributed as equitably as practical to all employees in non-exempt positions who are qualified to perform the required work.

As required by law, overtime pay is based on actual hours worked. Time on vacation, holiday or sick time, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations. Failure to work scheduled overtime or overtime worked without prior authorization (written or verbal) from management may result in corrective action, up to and including unpaid suspension and/or termination of employment.

Overtime is paid to employees in non-exempt positions according to state and federal regulations, as set forth below:

- **Time and one-half:** Compensation for hours worked in excess of eight (8) hours and not more than twelve (12) hours in one workday, forty (40) hours in one workweek, and the first eight (8) hours on the seventh (7th) consecutive day of work in one workweek, is paid at one and one-half (1.5) times the employee's regular rate of pay.
- **Double Time:** Compensation for hours worked in excess of twelve (12) hours in one workday or in excess of eight (8) hours on the seventh (7th) consecutive workday in one workweek, is paid double (2.0) the employee's regular rate of pay.

If for any reason you have not been paid overtime in accordance with our policy, please immediately notify your supervisor.

Please see the Company's "Work Schedules" policy for a definition of the workweek and workday applicable to non-exempt employees.

Rest and Meal Periods

Rest Periods ("Breaks")

Employees are provided a paid 10-minute rest period for every 4 hours of work or major fraction thereof, unless the employee's total work time is less than 3.5 hours. The rest period must be taken in the middle of each work period. There may be practical considerations that make this general timing infeasible and that require the Company to deviate from this general rule. You will be informed if there are practical considerations that make this timing infeasible. This rest period may not be waived.

Rest periods will be scheduled by your supervisor. All employees are authorized and expected to take their rest periods as scheduled. If you do not have a scheduled rest break, then it is up to you to take your rest breaks at the appropriate times. You must clock in and out during your rest period. Rest periods may not be combined or added to an employee's meal period, nor may they be used to make up for tardiness or for leaving work early.

Employees are relieved of all duties during the rest periods and are prohibited from working and/or being available to work during the rest periods. There will be no control over your activities during your rest period. During your rest period, you are free to leave the premises, but are required to be back at your work station, ready to work, at the end of the 10-minute rest period.

Meal Periods

Meal periods of 30 minutes are provided to non-exempt employees who work more than 5 hours in a day, which must begin no later than the end of the employee's 5th hour of work. However, when an employee works at least five hours in a day, but will complete his/her shift in 6 or less hours, the employee may choose to waive his/her meal period so long as the employee and the Company mutually consent to the waiver. Employees who work over 6 hours in a workday may not waive their first meal period.

Employees who work more than 10 hours in a workday are provided with a second 30-minute meal period. This second meal period will be provided no later than the end of your 10th hour of work. However, if an employee works more than 10 hours, but no more than 12 hours, the employee may choose to waive the second meal period so long as the Company mutually consents to the waiver **and** the employee did not waive his/her first meal period. Employee who work more than 12 hours in a workday may not waive their second meal period.

Meal periods will be scheduled by your supervisor. Employees are relieved of all duties during the meal periods and are prohibited from working and/or being available to work during the meal periods. There will be no control over your activities during your meal period. During your meal period, you are free to leave the premises, but are required to be back at your work station, ready to work, at the end of the 30-minute meal period.

You must clock in and out during your meal period. The meal periods are unpaid.

General Guidelines for Meal and Rest Periods

You are expected to observe your assigned work hours and to take meal and rest periods as scheduled and required by law. Employees may not be pressured, discouraged, or required to skip legally required meal or rest periods. Any meal-period waiver will be permitted only when California law allows the waiver and the waiver is voluntary and mutually agreed upon where required. Employees should immediately report any concern that they were prevented or discouraged from taking a required meal or rest period.

The Company will permit employees a reasonable opportunity to take their meal and/or rest periods and will do nothing to impede or discourage employees from taking their meal and/or rest period. If an employee believes that he/she has been impeded from taking his/her meal and/or rest period, the employee must notify his/her Supervisor or Human Resources or another designated member of management immediately so the matter may be properly addressed. If you are not provided with a rest period and/or meal period, the Company will pay the rest/meal period premium pay in accordance with California law.

Recovery Period

The Company provides employees recovery periods as required by law. Recovery period means a cooldown period afforded to an employee to prevent heat illness when an employee works outside in temperatures that exceed 80 degrees Fahrenheit.

Employees suffering from heat illness, believing a preventative recovery period is needed, or feeling the need to protect themselves from overheating, shall be provided access to an area with shade that is either open to the air or provided with ventilation for a period of no less than five minutes. Such access to shade shall be permitted at all times. Cooling measures other than shade may be provided if such measures are at least as effective as shade in allowing employees to cool.

While employees do not need to obtain permission to take a recovery period, employees must advise their supervisor that they are taking a recovery period so the appropriate adjustments can be made.

Employees are relieved of all duties during a recovery period and are prohibited from working and/or being available to work during a recovery period. There will be no control over your activities during a recovery period.

The Company will do nothing to impede or discourage employees from taking a recovery period. If an employee believes that they have been impeded from taking a recovery period, the employee must notify their Supervisor or Human Resources immediately so the matter may be properly addressed.

Lactation Accommodation

Employees have the right to request lactation accommodation. The Company will provide a reasonable amount of break time for employees to express breast milk for the employee's infant child each time the employee has a need to express milk. If possible, the lactation break time should run concurrently with scheduled meal and rest breaks already provided to the employee. If the lactation break time cannot run concurrently with meal and rest breaks already provided or additional time is needed, the lactation break time will be unpaid for nonexempt employees.

Employees will be relieved of all work-related duties during any unpaid break. When unpaid breaks or additional time are required, employees should work with their supervisor or manager regarding scheduling and reporting the extra break time.

Because exempt employees receive their full salary during weeks in which they work, all exempt employees who need lactation accommodation breaks do not need to report any extra break time as "unpaid."

The Company will provide employees with the use of a room or other location to express milk in private unless doing so would impose an undue hardship by causing the Company significant difficulty or expense when considered in relation to the size, financial resources, nature, or structure of the Company's business. In the event of an undue hardship, the Company will still make reasonable efforts to provide an employee with the use of a room or other location, other than a toilet stall, in close proximity to the employee's work area, for the employee to express milk in private.

The lactation room or other location will not be a bathroom and will be safe, clean, and free from hazardous materials in close proximity to the employee's work area, shielded from view, and free from intrusion by co-workers and/or the public. This location may be the place where the employee normally works, if applicable. The lactation room or other location will include a surface on which to place a breast pump or other personal items, a place to sit, and electricity or alternative devices (e.g., an extension cord or charging station) needed to operate an electric or battery-powered breast pump. Lactating employees who pump breast milk will also have access to a sink with running water and a refrigerator or alternative cooling device suitable for storing milk in close proximity to their workspace.

A room or other location identified for lactation may be used for other purposes. However, during times when an employee is using the location for lactation purposes, that use will take precedence over all other uses. Employees who have questions or concerns related to lactation room scheduling conflicts should contact their supervisor or Human Resources or another designated member of management.

Any employee who is not provided with a break as requested to express milk should immediately contact Human Resources or another designated member of management.

Lactation is considered a pregnancy-related condition under California law.

Employees who wish to request lactation accommodation should make a written request Human Resources or another designated member of management. If the Company cannot provide break time or a location that complies with this Lactation Accommodation policy, the employee requesting the accommodation will be notified in writing.

The Company will not discriminate or retaliate against an employee who requests or uses a lactation accommodation in accordance with this policy or otherwise exercises rights under California's lactation accommodation law. Employees who feel their lactation accommodation rights have been violated can file a complaint with the California Labor Commissioner's Office.

Timekeeping and Off-the-Clock Work Policy

All non-exempt employees are required to accurately record and certify all hours worked using the Company's designated timekeeping system for each applicable pay period. Employees must record all time worked, including required entries for meal periods and other timekeeping information required by Company procedure and applicable law.

It is each employee's responsibility to review and certify the accuracy of all time recorded. In addition, if corrections or modifications are made to the time record, both the employee and management must verify the accuracy of the changes. All changes must be approved by management.

Your time records should accurately and truthfully reflect all hours worked, including vacation and leave hours. It is a violation of Company policy for any employee to falsify a time card or to alter another employee's time card. Falsifying Company time records will result in discipline, up to and including unpaid suspension and/or termination of employment.

It is also a serious violation of Company policy for any employee or manager to instruct another employee to incorrectly or falsely report hours worked or to alter another employee's time card to under- or over-report hours worked. If any manager or employee instructs you to (1) incorrectly or falsely under- or over-report your hours worked; (2) alter another employee's time records to inaccurately or falsely report that employee's hours worked; (3) conceal any falsification of time records; or (4) to otherwise violate this policy, do not do so. Instead, immediately report it to Human Resources or another designated member of management.

You should not work any hours outside of your scheduled work day unless your supervisor has authorized the unscheduled work in advance. Do not start work early, finish work late, work during a meal break, or perform any other extra or overtime work unless you are authorized to do so **and** that time is recorded on your time card.

Employees are prohibited from performing any "off-the-clock" work. "Off-the-clock" work means work you perform but fail to report on your time card. Any employee who fails to report or inaccurately reports any hours worked will be subject to discipline, up to and including unpaid suspension and/or termination of employment.

If you have any questions or concerns regarding your hours, you have worked off the clock, or you are aware of any violations of the Company's timekeeping policies (including, but not limited to, those related to recording all

hours worked, rest and meal periods, or overtime), you should contact your manager or Human Resources or another designated member of management. The Company will not retaliate against you for making such reports or complaints.

Payment of Wages

Employees are paid according to the Company's established payroll schedule. [CUSTOMIZE BEFORE USE: identify the regular payday and pay period.] If a regular payday falls on a recognized holiday or other day when payroll processing is unavailable, pay will be provided in accordance with applicable law and the Company's announced payroll procedures. Employees are responsible for promptly reporting paycheck delivery or payroll errors to Human Resources or another designated member of management.

The law requires that the Company make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes, and may also include any court-ordered garnishments. The Company also must deduct Social Security taxes on each employee's earning up to a specified limit that is called the Social Security "wage base." The Company matches the amount of Social Security taxes paid by each employee.

The Company takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. It is also the Company's policy to make only those deductions from pay authorized by and in accordance with applicable law.

Further, it is the Company's policy that paychecks of exempt employees will not be "docked," or subject to deductions, except in limited circumstances permitted by applicable law. All deductions and the amount of deductions are listed on your pay stub.

In the unlikely event that there is an error in the amount of pay (e.g., your wages have been subject to any improper deductions, your pay does not accurately reflect all hours worked, or you have been inadvertently overpaid), you should promptly bring the discrepancy to the attention of Human Resources or another designated member of management so that the Company can investigate and correct the matter as quickly as possible.

In addition, the Company will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the Company's investigation of such reports. Retaliation is unacceptable. Any form of retaliation in violation of this policy will result in disciplinary action, up to and including discharge.

Performance Evaluations

Each employee will receive periodic performance evaluations conducted by his or her supervisor. These are intended to provide both you and your supervisor with the opportunity to discuss your job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss methods for improving your performance. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance.

Please be advised that a positive performance evaluation does not guarantee an increase in salary, a promotion, or even continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are solely within the discretion of the Company and depend upon many factors in addition to performance.

In addition to these more formal performance evaluations, the Company encourages you and your supervisor to discuss your job performance on an ongoing basis. Communication between employees and supervisors or managers is very important. Discussions regarding job performance are ongoing and often informal. Employees should initiate conversations with their supervisors if they feel additional ongoing feedback is needed.

NOTE: No policy or practice of the Company, past or present, shall obligate the completion of a formal or informal performance evaluation. The existence of a written or otherwise formal evaluation does not necessarily indicate the quality or acceptability of performance any time thereafter, nor is it to be interpreted that similar or

improved performance will result in continued employment for any specified period of time or that an adjustment in compensation will occur. Furthermore, the absence of a written or otherwise formal evaluation shall not be assumed to be a failure of the Company to have evaluated the performance of any employee. Nor does the absence of a formal evaluation mean that an employee has been denied a reasonable opportunity to perform.

Emergency Closings

The Company will always make every attempt to be open for business during normal operating hours.

If the office is officially closed during the course of the day to permit employees to leave early, nonexempt employees who are working on-site as of the time of the closing will be paid for a full day. If you leave earlier than the official closing time, you will be paid only for actual hours worked, or you can take PTO/vacation time.

Exempt employees will be paid for a normal full day, but are expected to complete their work at another time.

Inclement Weather and Emergency Policy

The Company recognizes the fact that inclement weather and other emergencies can affect the company's ability to open for business and the employee's ability to get to work. The safety of our employees is paramount in any emergency.

The Company will make every effort to maintain normal work hours even during inclement weather.

In the event the Company elects to close its office in response to a declared state of emergency by the Governor, or to otherwise ensure employee safety during inclement weather or other natural disasters, the following will apply:

- Closures lasting less than a week: Where such closure lasts for less than a full workweek, all exempt employees will be paid their full salary provided that they perform some work during the workweek in which the closure occurs.
- Employees on leave during closure: If the closure occurs during a week in which an exempt employee is out on vacation or other leave so that the employee is unable to perform work for the entire workweek, no salary will be paid to that employee for that time.
- Closures lasting one week or longer: In the event the Company is forced to close for a greater period of time lasting at least one full workweek, exempt employees will only receive a salary for workweeks in which they were able to perform work.
- Non-exempt employees: All non-exempt employees will not be paid during times of closure when no work was performed.
- Use of vacation or PTO: Any employee who chooses to do so may elect to use accrued vacation or PTO during times of closure.

When the state of emergency ends, or where none was declared, and the Company has determined the dangerous conditions have subsided, all employees are expected to report to work. In the event an employee fails to report back to work after a state of emergency or other closure deemed necessary by the Company, the employee will not be paid for such time off. Exempt employees who elect not to return to work will not be paid for full days in which they are absent.

On days when weather conditions worsen as the day progresses, the Company may decide to close early. In such cases, a decision and an announcement will be made by Human Resources or another designated member of management.

Employees will be expected to remain at work until the appointed closing time, unless their scheduled shift ends prior to that time or they receive permission from their department head to do otherwise.

Record Keeping Policy

The Company maintains strict confidentiality of employee records. However, operating requirements of the Company or federal or state laws and regulations may necessitate disclosure of employee information in certain circumstances.

The purpose of this policy is to outline some of the circumstances in which employee information will be disclosed to external organizations.

Garnishments/Levies/Support Orders

Upon receipt of a properly authorized request to release information or initiate deductions from employee pay, the Company will release salary or wage information and begin deductions from pay.

Lenders/Credit Organizations

Upon receipt of an authorized request that includes the employee's signature, the Company will release information to lenders or credit organizations. The Company will not respond to any telephone requests for such information.

Prospective Employers

All requests for references must be directed to the personnel manager. No other manager, supervisor, or employee is authorized to release references for current or former employees.

The Company will provide the following information on request to prospective employers for reference purposes: the dates of employment and the title of the last position held of former employees.

Reporting Time Pay

The Company pays reporting time pay to nonexempt employees when they are scheduled and report for work but are not provided with at least half their scheduled work time.

When a nonexempt employee is scheduled and reports to work, but is not provided with at least half his or her scheduled day's work, the Company will pay half the usual or scheduled day's work, but in no event will the Company pay less than two or no more than four hours. Reporting time is paid at the employee's regular rate of pay.

Additionally, if an employee is required to report to work a second time in the same workday and is provided with less than two hours of work, the company will pay two hours at the employee's regular rate of pay.

Reporting time pay is not counted in the employee's regular rate for purposes of calculating overtime wages. In addition, reporting-time pay for hours in excess of the actual hours worked is not counted as hours worked for purposes of determining overtime.

Reporting time pay is not owed, however, when work is delayed or cancelled due to rain, frost, failure of a public utilities system, threats to employees or property, or other causes beyond the Company's control. If work should stop, management will determine whether employees will stand by and be paid or be called back at a later time. Any call to work may be rescinded by notification prior to starting work.

Business Expense Reimbursement

The Company will reimburse employees for reasonable expenses incurred in the course of business. These expenses may include, but are not limited to, meals, lodging, and transportation. Mileage driven in a personal automobile for business purposes will be reimbursed at the current IRS-approved rate per mile.

All business travel and business purchases must be approved in advance by the employee's supervisor.

All expenses incurred should be submitted to Human Resources or another designated member of management along with the receipts within 30 days of the date of the expenditure.

Employees are expected to exercise restraint and good judgment when incurring expenses. Employees should contact Human Resources or another designated member of management in advance if they have any question about whether an expense will be reimbursed.

Violations/abuse of the business expense reimbursement policies will be subject to discipline, up to and including unpaid suspension and/or termination of employment.

Safe Harbor Policy

The Company will pay exempt employees their full salary for any week in which they perform any work. However, under federal law, your salary is subject to certain deductions. For example, unless state law offers

more protections, your salary can be reduced for the following reasons in a workweek in which work was performed:

- Full day absences for personal reasons, including vacation.
- Full day absences for sickness or disability in the event that you have exhausted your paid leave accrual "bank".
- Full day disciplinary suspensions for infractions of safety rules of major significance (including those that could cause serious harm to others).
- Family and Medical Leave absences (either full or partial day absences).
- To offset amounts received as payment for jury and witness fees or military pay.
- Unpaid disciplinary suspensions of one or more full days for significant infractions of major workplace conduct rules set forth in written policies.
- The first or last week of employment in the event you work less than a full week.

An exempt employee's salary also may be reduced for certain types of deductions, such as: your portion of health, dental or life insurance premiums; state, federal, or local taxes; social security; or voluntary contributions to a 401(k) or pension plan. In any workweek in which you performed any work, your salary will not be reduced for any of the following reasons:

- Partial day absences for personal reasons, sickness or disability.
- Your absence because the facility is closed on a scheduled workday.
- Absences for jury duty, attendance as a witness, or military leave in any week in which you have performed any work.
- Any other deductions prohibited by state or federal law.

Please note, federal law allows for the deduction of a partial day's absence from an exempt employee's paid leave accrual "bank", but your salary will not be reduced for partial day absences.

If you have questions about deductions from your pay, please contact Human Resources or another designated member of management immediately.

If you believe your wages have been subject to any improper deductions or your pay does not accurately reflect all hours worked, you should report your concerns to a supervisor immediately. If a supervisor is unavailable or if you believe it would be inappropriate to contact that person (or if you have not received a prompt and fully acceptable reply within three business days), you should immediately contact Human Resources (Human Resources or another designated member of management).

Every report will be fully investigated and corrective action will be taken, up to and including discharge of any employee(s) who violates this policy.

In addition, the Company will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the Company's investigation of such reports. Retaliation is unacceptable. Any form of retaliation in violation of this policy will result in disciplinary action, up to and including discharge.

EMPLOYMENT POLICIES AND PROCEDURE

Attendance and Punctuality Standards

Employees are expected to report to work as scheduled, on time and prepared to start work. Employees are expected to work on a regular and consistent basis. Employees are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on Company authorized business. Late arrival, early departure, or other absences from scheduled hours are disruptive and must be avoided. Excessive unexcused absenteeism may result in disciplinary action, up to and including unpaid suspension and/or termination of employment.

If you are unable to report to work, you must provide reasonable advance notice to the Company that you will not be able to report to work prior to the start of your shift. In all cases of absence or tardiness, employees must

provide their supervisors with an honest reason or explanation. Failure to notify the Company prior to your scheduled start time will be considered a no-call, no-show by the Company. If the circumstances for your tardiness or absence were unforeseen or unexcused, inform your supervisor as soon as practicable of the reason for the tardiness or absenteeism. Generally, an employee who fails to notify the Company of an absence in accordance with this policy for three consecutive work days will be considered to have voluntarily resigned employment with the Company, unless there are extenuating or excused circumstances.

A doctor's note may be required, at the Company's discretion and in accordance with applicable law, for any absence due to illness or injury. Failure to comply with such a request may be cause for disciplinary action, up to and including termination. The Company may also request a corroborating statement from a Company appointed physician at the Company's expense.

Personal appointments should be scheduled during non-work hours unless approved in advance by your supervisor.

Absences protected by local, state and federal law do not count as a violation of the punctuality and attendance policy.

Conflict of Interest Policy

While we acknowledge that employees may have pursuits separate from their work at the Company, such endeavors cannot compete with or conflict with an employee's job duties and responsibilities at the Company. To further explain an employee's obligations to avoid conflicts of interest, a conflict of interest may arise, for instance, when an employee has a financial or other interest that could interfere with the employee's job duties with the Company or when an employee uses their position with the Company for personal gain. Each employee of the Company is required to ensure that they and their family members do not improperly benefit personally from the employee's position as an employee for the Company.

Employees are expected to use good judgment, adhere to high ethical standards, and avoid situations that create an actual or potential conflict of interest, as set out in this policy. The following are examples of prohibited conflicts of interest in any aspect of an employee's job:

- Acting as a director, officer, consultant, agent, or employee of a supplier, customer, competitor, or other business entity that engages in business with the Company;
- Owning a material interest in, being a creditor of, or having other financial interest in a supplier, customer, competitor, or other business entity that engages in business with the Company;
- Receiving from or giving to any supplier, customer, or competitor gifts, gratuities, special allowances, discounts, or other advantages not generally available to employees of the Company;
- Having any significant direct or indirect personal interest in a business transaction involving the Company;
- Conducting outside activities that materially detract from or interfere with the full and timely performance of an employee's services for the Company; or
- Influencing commercial transactions involving purchases, contracts, or leases in a way that would have a negative impact on the Company or its business.

If an employee finds that they have, or are considering the assumption of, a financial interest, an outside employment relationship, or other activity that might involve a conflict of interest, as discussed in this policy, or if the employee is in doubt as to whether any conduct or activity may constitute a conflict of interest, the employee must promptly discuss the matter with Human Resources or another designated member of management and refrain from acting on the Company's behalf in any manner that might reasonably be considered to be a conflict of interest or affected by any adverse interest. If the matter is deemed to be a conflict of interest, the affected employee must withdraw from the matter.

Failure to disclose a conflict or potential conflict of interest is a violation of this policy and may lead to disciplinary action, up to and including termination of employment.

This policy in no way prohibits employee affiliations, activities or communications that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the

National Labor Relations Act, which includes the right of employees to organize collectively and to speak with others about their terms and conditions of employment.

Workplace Relationship / Fraternization Policy

To avoid the appearance of any conflict of interest, influence, or favoritism, and to ensure objectivity in the workplace, the Company prohibits personal relationships (e.g., romantic or dating relationships, cohabitation, marriage, or otherwise becoming related) between employees in a reporting relationship.

If a personal relationship develops between employees in a reporting relationship, the employees must disclose the relationship immediately to Human Resources or another designated member of management. Human Resources or another designated member of management will work with the employees to devise a working solution.

Any failure to disclose such personal relationships between employees in a reporting relationship to Human Resources or another designated member of management may result in discipline, up to and including termination.

All steps will be taken to eliminate any real or perceived appearance of authority one employee has over the other employee. Continued employment is possible provided that no direct reporting relationship exists. In situations where it is not possible to eliminate a real or perceived conflict of interest, transfer or termination of employment with the Company may be required.

Employment of Relatives / Anti-Nepotism Policy

The Company may employ relatives of current employees when doing so does not create any conflicts of interest, favoritism, or problems with supervision, safety, security, or morale.

For purposes of this policy, a “relative” is defined as:

- Any individual related by blood, including but not limited to: parent, child, grandparent, grandchild, sibling or half-sibling, uncle, aunt, cousin, niece, or nephew;
- Any individual related by marriage, including but not limited to: husband, wife, stepparent, stepchild, step-brother, step-sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, or daughter-in-law;
- A cohabiting significant other; or
- Any individual otherwise related by law, including an individual related by way of domestic partnership, adoption, foster care, or legal guardianship.

Rules Regarding Employment of Relatives

Upon receipt of an application for employment from a current employee's relative, the Company will consider that individual for employment solely on the basis of his/her qualifications for the position.

The Company will evaluate the employment of relatives on an individual, case-by-case basis. If the Company decides to employ the relative of a current employee, the following rules apply:

- Relatives may not be in a supervisor/subordinate relationship with each other;
- Relatives may not supervise or evaluate each other; and
- Relatives may not audit or review in any manner each other's work.

When an employee experiences either a change in employment status (i.e., assignment, transfer, promotion, or demotion) or a change in relationship status (i.e., entering into a relationship with another employee such that the employees are now relatives) that results in a violation of the rules set forth in this policy, the Company will engage in reasonable efforts to find an accommodation that resolves the violation identified. If an accommodation is not possible, the Company will allow the affected employees to decide who will resign.

Reporting Procedures and Consequences for Noncompliance

Any employee and the supervisor of any employee who experiences a change in employment status or a change in relationship status that results in a violation of the rules set forth in this policy must report the change to Human Resources or another designated member of management. Human Resources or another designated

member of management will engage in reasonable efforts to find an accommodation that resolves the violation identified. If an accommodation is not possible, the Company will allow the affected employees to decide who will resign.

All employees are responsible for following the reporting procedures discussed above. Employees who fail to comply with the reporting procedures will be subject to disciplinary action, up to and including termination.

Employees who witness a violation of this policy may raise a complaint with Human Resources or another designated member of management. The Company will investigate any complaints made to Human Resources or another designated member of management and take appropriate action. Retaliation against employees who either make a complaint or participate in the investigation of a complaint under this policy is strictly prohibited.

Outside Employment

Employees may pursue and participate in employment or other business activities outside of normal working hours, provided such arrangement neither creates a conflict of interest, nor detracts from performance and/or effectiveness while working for the Company, and provided the employee does not offer or provide such services to the Company. Any employee who has other employment must disclose such employment to his or her supervisor, so that an evaluation can be made as to whether a conflict of interest exists. The failure to adhere to this guideline, including the failure to disclose any potential conflicts, will result in disciplinary action up to and including unpaid suspension and/or termination of employment.

The Company does not prohibit employees from holding other jobs; however, the following types of outside employment are prohibited:

- Employment that conflicts with the employee's work schedule, job duties and responsibilities to the Company or that creates an actual conflict of interest;
- Employment that impairs or has a detrimental effect on the employee's work performance with the Company;
- Employment that requires employees to conduct work or related activities during work time for the Company or using any of the Company's tools, materials, or equipment; and
- Employment that directly or indirectly competes with the business or the interests of the Company.

For the purposes of this policy, self-employment is considered outside employment.

The Company will not assume any responsibility for employees' outside employment. Specifically, the Company will not provide workers' compensation coverage or any other benefit for injuries occurring from, or arising out of, such outside employment.

Cell Phone Policy

Personal Cell Phones at Work

Although the Company permits employees to bring personal electronic devices, including cell phones and smartphones, into the workplace, employees are expected to remember that working time is for work. Therefore, employees should generally only use personal electronic devices (such as engaging in personal phone calls) during nonworking time, including meal and rest breaks. Outside of this time, use of personal devices should be kept to a minimum and for emergencies only.

If the Company finds that excessive personal cell phone use is interfering with Company work, you will no longer have permission to use your phone or keep it on your person while working.

Use of Cell Phone While Driving

Employees whose job responsibilities include regular or occasional driving and who are issued a company cell phone (including smartphones and other mobile electronic devices) or use their personal cell phone for business-related work are expected to put safety first. Therefore, personal and company-supplied cell phones are not to be used while driving.

Employees who receive or must make a call while driving must pull over safely and park before answering, returning, or placing a call. Employees also may not send or review text messages while driving as part of their job responsibilities.

The purpose of this policy is to ensure the safety of employees, other motorists, and company property. Employees who are charged with traffic violations or cause accidents or injuries resulting from their use of personal or company-issued cell phones while driving will be solely responsible for all liabilities, fines, etc., that result, to the extent permissible under the law.

Employees whose job responsibilities do not specifically include driving as an essential function, but who are issued a company-provided cell phone for business use or who use their personal cell phone for business use, are also expected to abide by the provisions of this policy.

NLRA Protected Activity

This policy in no way prohibits employee affiliations, activities, or communications that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of employees to organize collectively and to speak with others about their terms and conditions of employment.

Company Computer Network, Email, and Communications Systems

This policy describes the Company's general guidelines for using the Company's computer network, internet, voicemail, email, instant messaging, text messaging, internet messaging, electronic bulletin board systems, electronic files, and computer systems (collectively, "electronic resources").

Employees should use the Company's electronic resources with the understanding that these resources are provided for the benefit of the Company's business.

Sending, saving, accessing, or viewing obscene or similarly offensive material on the Company's electronic resources is prohibited. Messages stored and/or transmitted by the Company's electronic resources must not contain content that may reasonably be considered to be obscene or other patently offensive material. Prohibited material includes, but is not limited to, sexual comments, jokes, or images; racial slurs; gender-specific comments; or any comments, jokes, or images that would discriminate against or harass someone on the basis of race, color, sex, age, national origin or ancestry, disability, or any other category protected by federal, state, or local law. Likewise, any use of the internet, email, or any other electronic resource to engage in harassment or discrimination is unlawful and strictly prohibited. Violators may be subject to discipline, up to and including termination of employment.

Software Code of Ethics

Employees may not duplicate any licenses, software, or related documentation for use either on the Company's premises or elsewhere unless the Company is expressly authorized to do so by agreement with the licensor. Unauthorized duplication of software may subject users and/or the Company to both civil and criminal penalties under the United States Copyright Act. Employees may not give software to any outsiders, including contractors, customers, or others. Employees may use software on local area networks or on multiple machines only in accordance with applicable license agreements. Employees may not download software from the internet and install it on their computers.

The Company reserves the right to audit any company device to determine what software is installed on the local drive(s).

Employee Responsibility

Each employee is responsible for the content of all text, audio, or images that they place or send using the Company's electronic resources. The same standards should be utilized for the creation of email messages in connection with an employee's work as would be utilized for other company correspondence or memoranda.

Computer and Systems Security

All computers and the data stored on them are, and remain at all times, the property of the Company. As such, all messages created, sent, or retrieved over the Company's internet, network, devices, and/or electronic mail systems are the property of the Company, and should be considered company information. The Company reserves the right to retrieve and read any message composed, sent, or received using the Company's electronic resources, for any business reason, including but not limited to, ensuring compliance with this and all company policies.

Employees should be aware that even when a message is deleted or erased, it is still possible to recreate the message; therefore, ultimate privacy of a message cannot be ensured to anyone. Accordingly, messages sent using the Company's electronic resources are not private. Furthermore, all communications including text and images, can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver.

Employees should also be aware that duplicates of email transmitted through a personal, web-based email account using company equipment could be stored on that equipment; likewise, information regarding internet sites that an employee has accessed may also be stored.

Email Content Screening

The Company maintains the right to screen all inbound and outbound content transmitted on its electronic resources. Email messages or attachments that contain obscene or similarly offensive material may be quarantined and held from transmission or receipt until the sender or recipient can verify the message or attached document is work-related.

The Company may, in its discretion, review communications to and from a personal account sent using company equipment, subject to state laws regarding attorney-client communications.

If an employee wants to communicate with an attorney or send an otherwise confidential piece of communication that they do not want the Company to monitor, the employee should use a personal email address and a personal device. If an employee does use company equipment, they consent to any monitoring by the Company and should understand that they have no right to privacy with respect to such communications, to the extent permissible under applicable law.

Conduct That is Not Prohibited

This policy in no way prohibits employee affiliations, activities, or communications that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of employees to organize collectively and to speak with others about their terms and conditions of employment.

Use of Company Assets for Business Purposes

When using Company equipment, vehicles, or other property, employees are expected to exercise care; maintain the property in safe working order; and follow all operating instructions, safety standards and guidelines.

Employees should notify their supervisors if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Employees who have questions about their responsibility for maintenance and care of equipment or vehicles used on the job should consult their supervisor or Human Resources or another designated member of management.

All employees are expected to comply with all local, state, and federal laws while operating Company vehicles and other equipment.

Employees who violate this policy are subject to discipline, up to and including termination.

Personal Device Use Policy

The Company recognizes that employees benefit from increased convenience and productivity when accessing the Company's information systems using a personal mobile device (referred to in this policy as a "dual-use device"). At the same time, a dual-use device can pose certain risks for the Company. Employees may use a dual-use device to conduct company business and access the Company's information systems *provided that* the user complies fully with this policy. Violations could result in loss of the privilege to use a dual-use device as well as disciplinary action, up to and including termination of employment.

A "dual-use device" means any portable electronic storage device owned by an employee and approved by the Company for use by the employee to conduct company business and/or access the Company's information systems. Approved dual-use devices include computing or electronic storage device, such as desktop PCs,

laptops, smartphones, tablets, PDAs, flash drives, external hard drives, or other device that might be used to connect to the Company network or otherwise access, transmit, or store Company information.

The purpose of this policy is to establish requirements for employees who wish to enjoy the benefits of a dual-use device while reducing the risks to the Company. In particular, this policy is intended to (a) protect the Company's information systems against malicious software and code; (b) prevent unauthorized access to, and use, disclosure or acquisition of, the Company's confidential and proprietary information; and (c) ensure that the Company can, at any time, obtain access to, and exercise control over, the Company's information.

Applicability

This policy applies to all company employees. Contractors are prohibited from accessing the Company's information systems using any device not owned by the Company.

Eligibility for Dual-Use Device

Supervisory approval is required prior to using a personally owned/controlled device as a dual-use device to access, use, or store sensitive company-related information, including sensitive or confidential personal information.

Responsibility

All employees with a dual-use device are responsible for following this policy.

Anyone observing what appears to be a breach of security, violation of this policy, violation of state or federal law, theft, damage, or any action that might place company resources at risk must immediately report the incident to an appropriate-level supervisor, manager, or security officer.

Managers and supervisors are responsible for ensuring that all employees with a dual-use device in their area are aware of and understand this policy and all related procedures. A manager's or supervisor's failure to do so may be cause for disciplinary action up to and including unpaid suspension and/or termination of employment.

However, a manager's or supervisor's failure to discuss this policy with their employees does not excuse the employee's failure to follow this policy. Employees with a dual-use device are responsible for following all company policies, including this policy, and failure to do so may be cause for disciplinary action up to and including unpaid suspension and/or termination of employment.

Nonexempt Employees

Nonexempt employees are prohibited from using a dual-use device for any and all work-related purposes outside of their scheduled shifts and while on their rest and meal breaks. Nonexempt employees must be clocked in and not on any rest or meal break when performing any work for the Company, including checking email, taking calls, and reading/responding to text messages.

Security of Dual-Use Devices

Whenever possible, all dual-use devices must be password protected. Whenever possible all dual-use devices should have screen locking and screen timeout functions enabled.

The physical security of a dual-use device is the responsibility of the user. Dual-use devices shall be kept with the user whenever possible. Whenever a device is being stored, it shall be stored in a secure place, preferably out-of-sight.

If a dual-use device is lost or stolen, promptly report the incident to your supervisor. This report should include the serial number if the device has one.

If sensitive or confidential documents and sensitive personal information must be stored on the dual-use device, the information must be encrypted, and completely and securely removed from the device before it is sold, returned, exchanged, transferred, or disposed.

Before a dual-use device is connected to company IT systems, it shall be scanned for viruses. If viruses are detected, the company may delete any files on the device. If the dual-use device is used for transitional storage (for example, copying data between systems), the data shall be completely and securely removed from the dual-use device immediately upon completion.

Enforcement

Non-compliance with this policy and/or its resulting procedures may be cause for disciplinary action up to and including unpaid suspension and/or termination of employment. Depending on the circumstances, federal, state, or local law may permit civil or criminal litigation and/or restitution, fines, and/or penalties for actions that would violate this policy.

NLRA Protected Activity

This policy in no way prohibits employee affiliations, activities, or communications that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of employees to organize collectively and to speak with others about their terms and conditions of employment.

Driving Policy

All employees who are required to drive for the Company are expected to do so in a safe, courteous manner. Employees are expected to comply with all local, state, and federal laws while operating company vehicles and other equipment or driving a personal vehicle for business purposes. The Company may discipline employees who engage in unlawful conduct. For example, employees who are assigned to drive a company-owned vehicle or otherwise required to drive as part of their job duties must have and maintain a valid driver's license, wear seat belts, and travel at a safe speed. The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, may result in disciplinary action, up to and including termination of employment. Under no circumstances are employees allowed to place themselves or others at risk to fulfill business needs while driving.

The purpose of this policy is to ensure the safety of employees, other motorists, and company property. Employees who are charged with traffic violations or cause accidents or injuries arising out of their use of personal or company-issued cell phones while driving will be solely responsible for all liabilities, fines, etc., that result, to the extent permissible under the law.

Employees driving for the Company are required to have a valid driver's license, a safe driving record, and the minimum liability insurance required by law. Employees must have such license and proof of insurance on their person at all times when operating a motor vehicle within the course or scope of employment and must present such license and proof of insurance for inspection and copying upon request. In addition, employees driving for the Company must ensure the Company receives immediate notice if the employee's insurance policy is canceled or lapses, they no longer possess a valid license, or they have an infraction that may affect their driving record.

Company vehicles are to be driven by authorized employees only, except in the case of repair testing by a mechanic. Drivers are responsible for the security of company vehicles assigned to them. The vehicle engine must be shut off, ignition keys removed, and vehicle doors locked every time the employee leaves the vehicle.

Any activity that distracts the driver's attention from operating a vehicle safely should be minimized or avoided to the extent possible. Examples of such activities include paying extended attention to events occurring outside the vehicle, adjusting the climate or other vehicle controls, interacting with others in the vehicle, eating, drinking, reading, smoking, and using electronic devices, such as cellular phones (hand-held or hands-free).

Employees whose job responsibilities include regular or occasional driving and who are issued a company cell phone (including smartphones and other mobile electronic devices) or use their personal cell phone for business-related work are expected to put safety first. Therefore, personal and company-supplied cell phones are not to be used while driving. Employees whose job responsibilities do not specifically include driving as an essential function, but who are issued a company-provided cell phone for business use or who use their personal cell phone for business use, are also expected to abide by the provisions of this policy.

Employees who receive or must make a call while driving must pull over safely and park before answering, returning, or placing a call. Employees also may not send or review text messages while driving as part of their job responsibilities.

Any accidents in company vehicles or while driving on company business, regardless of severity, must be reported immediately to the police and to Human Resources or another designated member of management. Failing to stop after an accident and/or failing to report an accident may result in disciplinary action, up to and including termination of employment.

The Company does not assume any responsibility for damages to or theft of any personal vehicle or personal property while on company business. Employees are encouraged to take steps to safeguard their vehicle and property from damage and theft.

Employees violating any of the above restrictions may be subject to disciplinary action up to and including termination.

Solicitation and Visitor Policy

The Company has established the following rules applicable to all employees and nonemployees that govern solicitation, distribution of written material, and access to company property:

- Employees may engage in solicitation activities only during non-working times. No employee may engage in solicitation during their working time or during the working time of the employee or the employees at whom such activity is directed.
- Employees may distribute or circulate any written or printed material only in nonwork areas, during nonworking times. No employee may distribute or circulate any written or printed material in work areas at any time, or during their working time or during the working time of the employee or employees at whom such activity is directed.
- Nonemployees are not permitted to solicit or to distribute written material for any purpose on company property.

Strict compliance with these rules is required.

As used in this policy, "working time" includes all time for which an employee is expected to be performing services for the Company; it does not include time during which an employee is legitimately not performing services, such as during break periods, meal periods or before or after scheduled work periods.

Non-employees may not solicit or distribute literature on the premises, including any parking areas which may be Company property, at any time.

Employees may only admit non-employees to work areas with management approval or as part of a Company-sponsored program. These visits should not disrupt workflow. A non-employee must be accompanied by a Company employee at all times. Former employees are not permitted onto Company property except for official Company business.

Employees being visited by friends, family, or other guests of the employee are responsible for the actions of their guest(s). Should a guest of an employee act in such a manner that disrupts the normal working conditions of the Company or threatens the security of the Company and/or its employees, the employee accompanying the guest may be held responsible for the guest's actions and subject to disciplinary action, up to and including termination of employment.

The Company reserves the right to verify the contents of packages and briefcases brought onto company premises by visitors.

If an employee suspects or becomes aware of any unusual situation, they should immediately notify their manager and/or Human Resources or another designated member of management. Should any employee feel their safety or the safety of others is in immediate danger, they should immediately contact emergency services by dialing 911.

Employee's Right to Review Personnel File

Upon written request, current and former employees or their designated representative may inspect and receive a copy of the employee's personnel file and records that relate to the employee's performance or to any grievance concerning the employee. The file will be provided in the presence of a Company representative at a mutually convenient time, at the employee's expense. Employees may add their version of any disputed item to the file. The Company will comply with a written personnel file request at reasonable intervals and reasonable times within 30 calendar days of the written request. The parties may agree to a date beyond 30 calendar days provided it is not longer than 35 calendar days from the employer's receipt of the written request.

For a current employee, personnel records will be available for inspection where the employee reports to work or at another location that is mutually agreeable. For a former employee, personnel records will be available for inspection where the records are stored or at another location that is mutually agreeable.

Current and former employees also may inspect their payroll records upon written or oral request, and may request a copy of these records. The Company will comply with written payroll records requests as soon as practicable, but no later than 21 calendar days following the request. Current and former employees who request a copy of their payroll records may be charged a reasonable fee related to the cost of copying the requested documents.

Only authorized members of management and Human Resources have access to an employee's personnel file. Only Human Resources or another designated member of management is authorized to release information about current or former employees on behalf of the Company. However, the Company will cooperate with - and provide access to an employee's personnel file to - law enforcement officials or local, state or federal agencies in accordance with applicable law.

Personnel Files

Your personnel file will be maintained at the Company's office. Employment documents such as application materials, contracts, educational attainment records, performance evaluations, and documentation will be kept in this file. To review your file, complete and provide a written request to the human resource department. Your request will be granted as soon as practical to arrange for the documents and personnel necessary for the review.

Confidentiality and Trade Secrets Policy

The Company's confidential and proprietary information is vital to its current operations and future success. Each employee should use all reasonable care to protect or otherwise prevent the unauthorized disclosure of such information.

In no event should employees disclose or reveal confidential information within or outside the Company without proper authorization or purpose.

"Confidential information" refers to a piece of information, or a compilation of information, in any form (on paper, in an electronic file, or otherwise), related to the Company's business that the Company has not made public or authorized to be made public, and that is not generally known to the public through proper means.

Confidential or proprietary information includes, but is not limited to, non-public information regarding the Company's business methods and plans, databases, systems, technology, intellectual property, know-how, marketing plans, business development, products, services, research and development, inventions, financial statements, financial projections, financing methods, pricing strategies, customer sources, employee health/medical records, system designs, customer lists, methods of competing, and any other information the company deems confidential.

Additionally, employees who have the following information by virtue of the performance of their job responsibilities should not disclose such information for any reason, except as required to complete job duties, without the permission of the employee at issue: Social Security Numbers, driver's license or resident identification numbers, financial accounts, credit or debit card numbers, and security and access codes or passwords that would permit access to medical, financial, or other legally protected information.

Confidential information does not include information lawfully acquired by non-management employees about wages, hours, benefits, or other terms and conditions of employment, if used by them for purposes protected by Section 7 of the National Labor Relations Act (NLRA), such as communicating with others; self-organizing; joining, forming, or assisting labor organizations; bargaining collectively with representatives of the employees' choosing; engaging in other concerted activity for collective bargaining or other mutual aid or protection; refraining from engaging in such activities; or any other conduct protected by Section 7 of the NLRA.

Confidential information also does not include conduct that was, or that an employee reasonably believes to be, illegal; conduct that is recognized as against a clear mandate of public policy; or the existence of a non-confidential settlement involving any such conduct.

Nothing in this Employee Handbook prohibits an employee from communicating with any governmental authority or making a report in good faith and with a reasonable belief of any violations of law or regulation to a governmental authority; disclosing confidential information that the employee acquired through lawful means in the course of their employment to a governmental authority in connection with any communication or report; or from filing, testifying, or participating in a legal proceeding relating to any violations, including making other disclosures protected or required by any whistleblower law or regulation to the Securities and Exchange Commission (SEC), the Department of Labor, or any other appropriate federal, state, or local government authority.

Further, employees are hereby notified that, under the 2016 Defend Trade Secrets Act (DTSA):

- No individual will be held criminally or civilly liable under federal or state trade secret law for the disclosure of a trade secret (as defined in the Economic Espionage Act) that:
 - o Is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and made solely for the purpose of reporting or investigating a suspected violation of law; or
 - o Is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public; and
- An individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by order in that proceeding.

Professional Appearance Policy

The Company recognizes that the presentation of its employees in the workplace contributes to a professional environment and the public image that has contributed to the success of the Company. All employees are expected to dress professionally and appropriately while performing work on behalf of the Company. Each employee is a representative of the Company in the eyes of our clients and the public, so it is important that each employee be well-groomed and professional in appearance when coming to work or engaged in work-related tasks with customers, clients, and colleagues.

CLOTHING: Employees must dress in a manner that is consistent with their responsibilities. Attention should be paid to safety, Company image, and customer interaction. Items of clothing that convey any form of sexual, violent, discriminatory, abusive, offensive, demeaning, and/or otherwise unprofessional messaging (either through a written graphic, logo, or picture, or otherwise) are prohibited.

HYGIENE: Every employee is expected to practice daily hygiene and good grooming habits as set forth in further detail below.

HAIR: Hair should be clean and neatly trimmed or arranged. Sideburns, mustaches, and beards should be neatly trimmed. Non-traditional hair colors are not permitted. This policy shall in no way be interpreted to prohibit any natural hair, hair texture, hair type, or protective hairstyles historically associated with race.

MAKEUP: Make-up must be professional and conservative.

FRAGRANCE: Recognizing that employees and visitors to the workplace may have sensitivities or allergies to fragrant products, including but not limited to perfumes, colognes, fragrant body lotions, or hair products, the Company is a fragrance-free workplace. Fragrant products that may be offensive to others should be used in moderation out of concern for others in the workplace.

NAILS: Hands and nails should be clean and conservatively manicured.

JEWELRY: Employees may wear tasteful jewelry in moderation. The size and/or number of earrings, rings, necklaces, and bracelets may be determined at the department level based on specific job functions, operational, and safety factors. Where job duties present any type of safety risk, jewelry may be prohibited or

severely limited. In other areas, moderate jewelry (including size and amount) may be worn. No other visible body jewelry or body piercings may be worn while an employee is in the workplace.

TATTOOS: No visible tattoos or other body art or modifications (such as surgically implanted ball bearings, spikes, and the like) are permitted in the workplace. Exceptions may be made for employees who have small, non-offensive tattoos that cannot easily be covered by standard clothing (i.e., wrist, neck, etc.). All exceptions require the approval of Human Resources.

Exceptions and Accommodations

Employees seeking an exception or accommodation from any of the above standards should speak with Human Resources.

Violations

Employees not dressed appropriately when arriving to work are not considered ready to begin their shift. Employees who report to work inappropriately dressed or groomed may be asked to leave for the remainder of their shift or leave and return in acceptable attire. This time away from work will be without pay.

Standards of Conduct

The Company expects all employees to observe certain standards of behavior while at work. These standards are not intended to restrict an employee's legitimate rights, but are in place for the safety and well-being of all Company employees. These standards apply equally to all employees.

Disciplinary action for non-professional behavior may include, but is not limited to, the following: verbal reprimand, written reprimand, suspension, demotion, or termination. The Company reserves the right to enforce these disciplinary measures as it deems necessary.

It must be remembered that the Company employs its employees at-will which permits the Company to change the terms and conditions of employment with or without notice, with or without cause, including, but not limited to, termination, demotion, promotion, transfer, compensation, benefits, duties, and locations of work. Accordingly, either the employee or the Company can terminate the employment relationship at any time with or without cause at either party's option, with or without notice.

The following actions on the part of an employee, while not all inclusive, may be cause for disciplinary action up to and including termination without prior warning. This list includes, but is not limited to:

- Making false statements or omitting pertinent information on Company applications, records of employment, forms or reports, or in the course of participation in Company investigations or in responding to management inquiries.
- Falsification of employment records, employment information, or other records or work-related information of the Company.
- Recording the work time of another employee, allowing any employee to record another employee's work time, or allowing falsification of any time report, whether yours or another employee's.
- Insubordination (e.g., refusal to perform job assignments, or the use of abusive or threatening language toward a supervisor or member of management), unless unsafe or contrary to Company policies or procedures.
- Committing any act of violence or intimidation, making threats of violence, provoking or engaging in any physical fight, or using abusive or profane language in the work environment, during working hours, at a work event, or on premises owned or occupied by the Company.
- Theft, unauthorized removal, or willful damage of property or assets belonging to the Company, other employees, customers, contractor, or visitor.
- Disregard of safety rules, safety procedures, or workplace security rules.
- Operation of machinery and/or equipment that you are not authorized to operate.

- Use of company materials, supplies, tools, or products for personal reasons without advance permission from management.
- Making knowingly false statements concerning the Company or any employee, client, contractor, or visitor.
- Carrying firearms, weapons or dangerous substances at any time, on premises owned or occupied by the Company, unless otherwise permitted by applicable law.
- Substandard or unsatisfactory work performance.
- Unexcused absences and/or unexcused tardiness.
- Sleeping or deliberately loafing during working hours.
- Failing to obtain permission from your manager or Human Resources to leave work or be offline during scheduled working time (not including legally required meal and rest breaks) unless the reason is legally protected.
- Failing to observe work schedule requirements, including meal and rest breaks.
- Working overtime without authorization or refusing to work assigned hours.
- Violating any policy, rule or procedure of the Company.
- Failure to demonstrate immediate and consistent improvement in poor work performance.
- Engaging in discussions or acts of violence against any employee, client, contractor or visitor.
- Smoking tobacco cigarettes, electronic cigarettes, or vaping in non-designated areas.
- Use, consumption or possession of intoxicating substances or illegal drugs on the Company premises, during working hours, at a work event, or otherwise in violation of Company policy.
- Unprofessional, rude, disrespectful, or discourteous treatment of co-workers, customers, clients, and vendors.
- Discrimination or harassment in violation of Company policy against any employee, client, contractor, visitor, or other individual involved in the operations of the Company based upon race, religion, age, sex, national origin, disability, or any other protected characteristic under applicable federal, state, or local law.
- Any other conduct that is prohibited by law.

Please note this list is not all-inclusive and the Company may take disciplinary action to address other types of conduct, performance issues, or rule violation in its sole discretion. The Company reserves the right to determine which type of disciplinary action to issue an employee. This statement of prohibited conduct does not alter or limit the policy of at-will employment, where applicable. Either the employee or the Company may terminate the employment relationship at any time for any reason, with or without cause, and with or without notice.

This policy in no way prohibits employee affiliations or activities that are protected under applicable local, state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act (NLRA), which includes the right of employees to organize collectively and to speak with others about their terms and conditions of employment.

EMPLOYEE BENEFITS, TIME OFF, LEAVES OF ABSENCE

California Paid Sick Leave Policy (Accrual Based)

Local Ordinance Notice: Some California cities and counties require more generous paid sick leave or different rules. The Company will comply with any applicable local law that provides greater employee protections.

The Company provides paid sick and safe time to eligible employees in compliance with California's Healthy Workplaces, Healthy Families Act (HWHFA).

Eligibility

All employees working in California are eligible to receive sick leave under this policy. Eligible employees under this policy do not include individuals who work in California for less than 30 days in a year.

Accrual and Carryover of Leave

Employees begin to accrue sick leave on their first day of employment with the Company or their date of eligibility under this policy, whichever is later.

Sick leave accrues at a rate of one hour for every 30 hours worked, up to an overall accrual cap of 80 hours or the equivalent of 10 workdays (based on the employee's work schedule), whichever is greater. Once an employee's sick leave balance reaches their overall accrual cap, no further sick leave will accrue until previously accrued sick leave is used. Employees will not be given retroactive credit for any period of time in which they do not accrue sick leave because their balance was at the accrual cap.

For accrual purposes, exempt employees are assumed to work 40 hours per workweek, unless their normal workweek is fewer than 40 hours per week, in which case sick leave accrues based upon the employee's normal workweek. Nonexempt employees accrue sick leave based on all hours worked, including overtime.

Employees may carry over all accrued but unused sick leave from one benefit year to the next. For purposes of this policy, the benefit year is an employee's anniversary date. The Company does not pay out any unused sick leave at year-end in lieu of carryover.

Employees can determine the amount of sick leave available for use by reviewing their paystubs.

Using Leave

Newly hired employees cannot use sick leave until their 90th calendar day of employment with the Company. After that, employees may use sick leave as it accrues. Employees may use a maximum of 40 hours or the equivalent of five workdays (based on the employee's work schedule) of sick leave per benefit year, whichever is greater. Employees must use sick leave in an initial increment of at least one hour to cover all or part of a workday.

Employees are not required to search for or find a replacement worker to cover the period during which they use sick leave.

Covered Reasons for Use

Sick leave may be used only during times that an employee cannot work for the following reasons:

- The diagnosis, care or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member.
- Serving on an inquest jury or trial jury.
- Appearing in court to comply with a subpoena or other court order as a witness in any judiciary proceeding.
- The employee or the employee's family member is a crime victim (as defined below) and is attending judicial proceedings related to that crime, including, but not limited to, any delinquency proceeding, a post-arrest release decision, plea, sentencing, postconviction release decision or any proceeding where a right of that person is an issue.

For purposes of this reason for use only, a "victim" means:

- o A person against whom a violent felony, serious felony and/or felony theft or embezzlement is committed; and
- o A person who suffers direct or threatened physical, psychological or financial harm due to the commission or attempted commission of the following crimes or delinquent acts: vehicular manslaughter while intoxicated; felony child abuse likely to produce great bodily harm or a death; assault resulting in the death of a child under eight years old; felony domestic violence; felony physical abuse of an elder or dependent adult; felony stalking; solicitation for murder; a serious felony; hit-and-run causing death or injury; felony driving under the influence causing injury; or sexual assault.

- The employee or the employee's family member is a victim of a qualifying act of violence (as defined below) and is:
 - o Obtaining or attempting to obtain any relief (e.g., a temporary restraining order, restraining order or other injunctive relief) to help ensure the health, safety or welfare of the victim, their child, or a family member;
 - o Seeking, obtaining, or assisting a family member to seek or obtain, medical attention for or to recover from injuries caused by a qualifying act of violence;
 - o Seeking, obtaining, or assisting a family member to seek or obtain, services from a domestic violence shelter, program, rape crisis center, or victim services organization as a result of a qualifying act of violence;
 - o Seeking, obtaining, or assisting a family member to seek or obtain, psychological counseling or mental health services related to an experience of a qualifying act of violence;
 - o Participating in safety planning and taking other actions to increase safety from future qualifying acts of violence;
 - o Relocating or engaging in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or daycare;
 - o Providing care to a family member who is recovering from injuries caused by a qualifying act of violence;
 - o Seeking, obtaining, or assisting a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence;
 - o Preparing for, participating in, or attending any civil, administrative, or criminal legal proceeding related to the qualifying act of violence; or
 - o Seeking, obtaining, or providing childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.

For purposes of this reason for use only, a "qualifying act of violence" means any of the following, regardless of whether anyone is arrested for, prosecuted for, or convicted of committing any crime against the employee or their family member:

- o Domestic violence;
- o Sexual assault;
- o Stalking; or
- o An act, conduct, or pattern of conduct in which an individual causes bodily injury or death to another individual; exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual; or uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.

For purposes of this policy, "family member" means the employee's:

- Spouse;
- Registered domestic partner (as defined by state or local law);
- Child (including a biological, adopted or foster child, stepchild, legal ward, the child of a domestic partner or a child to whom the employee stands in loco parentis);
- Parent (including a biological, adoptive or foster parent, stepparent, the parent of a spouse or domestic partner, or person who stood in loco parentis when the employee was a minor child);
- Legal guardian;
- Sibling;

- Grandparent;
- Grandchild; or a
- Designated person.

The definition of "child" applies regardless of the child's age or dependency status.

A "designated person" means a person identified by the employee at the time the employee requests sick leave. Employees are limited to one designated person per 12-month period.

Notice Required

If the need to use sick leave is foreseeable, such as for prescheduled medical appointments and court dates in domestic violence cases, employees must make a good-faith effort to provide reasonable advance notice of an absence from work to Human Resources or another designated member of management. If the need to use sick leave is unforeseeable, employees must provide notice to Human Resources or another designated member of management as soon as practicable.

The employee should include the anticipated duration of the absence, when possible.

In all circumstances, employees must specify that the time off is for sick leave reasons (as opposed to, for example, vacation), so that the absence may be designated as a sick leave absence.

Verification of Absence

In general, employees will not be required to provide verification of the need for sick leave but may be required to provide documentation or certification of the absence under another applicable law like the California Family Rights Act or the Fair Employment and Housing Act. However, to the extent permitted by applicable law, the Company reserves the right to require a doctor's note or other verification of the employee's need for the absence when it has information indicating that the employee is not requesting paid sick leave for a valid purpose.

The Company will keep confidential health information of the employee or employee's family member, as well as information related to qualifying acts of violence perpetrated against the employee or their family member, in accordance with federal, state and local law.

Discipline for Unprotected Use of Leave

Discipline, up to and including termination, may be taken against an employee who uses sick leave for a purpose not covered by, or in a manner not consistent with, the HWHFA. In addition, discipline, up to and including termination, may be taken against an employee who violates this policy's requirements concerning requesting, using, recording, verifying, and/or documenting use of sick leave.

Rate of Pay

The rate of pay for sick leave will be calculated in accordance with applicable law.

Separation From Employment and Rehire

The Company does not pay employees for unused sick leave at any time, including upon separation from employment for any reason. If an employee is rehired within one year of employment ending, the employee's previously accrued but unused sick leave balance will be reinstated and made available for use in accordance with the HWHFA.

No Discrimination or Retaliation

As long as the use of sick leave complies with the requirements of this policy and the HWHFA, the Company will not count employees' use of sick leave as an absence or "occurrence" under any Company attendance policy. Therefore, any such use of sick leave will not lead to or result in discipline, demotion, suspension or termination.

The Company will not retaliate or discriminate against any employee for requesting or using sick leave for authorized circumstances; making a complaint or informing a person about a suspected violation of this policy; cooperating or participating in any investigation, administrative hearing or judicial action regarding an alleged violation; opposing any policy or practice prohibited by any sick leave or mandatory paid leave law; or informing any person of their potential rights under the law.

Additional Information

Employees who have questions about this policy should contact Human Resources or another designated member of management.

California Family Rights Act Leave

Applicability: CFRA generally applies to employers with five or more employees. Employee eligibility rules are stated below.

The Company will grant family care and medical leave to employees in accordance with the requirements of the California Family Rights Act (CFRA). All questions concerning this policy should be directed to Human Resources or another designated member of management.

Employee Eligibility

To be eligible for CFRA leave, employees must have been employed by the Company for a total of at least 12 months (52 weeks) at any time prior to the commencement of the leave and have worked at least 1,250 hours over the previous 12 months as of the start of the leave.

If employees are unsure whether they qualify for CFRA leave, they should contact Human Resources or another designated member of management.

Qualifying Reasons For Leave

Eligible employees may request leave under the CFRA for one or more of the following reasons:

- For the birth of an employee's child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement of the child;
- To care for the employee's child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person who has a serious health condition;
- For the employee's own serious health condition that renders the employee unable to perform the functions of their position, except for leave taken for disability from pregnancy, childbirth, or a related medical condition; or
- For a qualifying exigency related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, or parent in the US Armed Forces.

Definitions

For purposes of this policy, the following definitions apply:

A "parent" includes a biological, foster, or adoptive parent, a stepparent, a parent-in-law, a legal guardian, or other person who stood *in loco parentis* to the employee when the employee was a child.

A "sibling" is a person related to another person by blood, adoption, or affinity through a common legal or biological parent.

A "designated person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave; however, an employee is limited to one designated person per 12-month period for family care and medical leave.

"Serious health condition" means an illness, injury (including, but not limited to, on-the-job injuries), impairment or physical or mental condition that involves either:

- Inpatient care (including, but not limited to, substance abuse treatment) in a hospital, hospice or residential medical care facility, including any period of incapacity (that is, inability to work, attend school or perform other regular daily activities) or any subsequent treatment in connection with this inpatient care; or
- Continuing treatment (including, but not limited to, substance abuse treatment) or continuing supervision by a health care provider that includes one or more of the following:
 - o A period of incapacity (that is, inability to work, attend school or perform other regular daily activities due to a serious health condition, its treatment or the recovery that it requires) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity

- relating to the same condition, that also involves treatment two or more times via an in-person visit to a health care provider, or at least one visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider;
- o Any period of incapacity or treatment for incapacity due to a chronic serious health condition that requires periodic visits to a health care provider, continues over an extended period of time and may cause episodic incapacity;
- o A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective, such as Alzheimer's, a severe stroke and the terminal stages of a disease; or
- o Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider either for (a) restorative surgery after an accident or other injury; or (b) a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

Length of Leave

Employees are entitled to a maximum of 12 workweeks of CFRA leave in a 12-month period. The applicable "12-month period" used by the Company is the 12-month period measured forward from the start date of the employee's first CFRA leave. Under this method, the 12-month period is measured from the date the employee first uses any CFRA leave.

CFRA leave is not available when an employee is disabled by pregnancy, childbirth, or a related condition. However, employees disabled by pregnancy, childbirth, or a related medical condition may be entitled to pregnancy disability leave under California law. CFRA leave is in addition to and will not run concurrently with leave taken in accordance with California's pregnancy disability leave law.

When CFRA leave is for the birth or placement of a child and both parents work for the Company, they will each be allowed up to 12 weeks of CFRA leave within 12 months of the child's birth or placement.

When the reason for CFRA leave is the employee's serious health condition, which also constitutes a "disability" under California's Fair Employment and Housing Act (FEHA), and the employee cannot return to work at the conclusion of the CFRA leave, the Company will engage in an interactive process to determine whether an extension of leave would be a reasonable accommodation under FEHA.

Intermittent or Reduced Schedule Leave

Under some circumstances, employees may take CFRA leave intermittently, which means taking leave in blocks of time or reducing the employee's normal weekly or daily work schedule. An employee may take leave intermittently or on a reduced schedule whenever it is medically necessary to care for the employee's child, parent, spouse, designated person, registered domestic partner or registered domestic partner's child with a serious health condition or because the employee has a serious health condition. The medical necessity of the leave must be determined by the health care provider of the person with the serious health condition.

Intermittent or reduced schedule leave may also be taken for absences where the employee or their family member is incapacitated or unable to perform the essential functions of the job because of a chronic serious health condition, even if the person does not receive treatment by a health care provider.

Leave due to military exigencies may also be taken on an intermittent or reduced leave schedule basis.

Leave taken intermittently may be taken in increments of no less than one hour. Employees who take leave intermittently or on a reduced work schedule basis for planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the Company's operations. Please contact your manager and Human Resources prior to scheduling medical treatment. If CFRA Leave is taken intermittently or on a reduced schedule basis due to planned medical treatment, the Company may require employees to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

If an employee using intermittent leave or working a reduced schedule finds it physically impossible to start or stop work mid-way through a shift in order to take CFRA leave and is therefore forced to be absent for the entire shift, the entire period will be counted against the employee's CFRA entitlement. However, if there are other aspects of work that the employee is able to perform that are not physically impossible, then the employee will

be permitted to return to work, thereby reducing the amount of time to be charged to the employee's CFRA entitlement.

CFRA leave for Bonding Leave does not have to be taken in one continuous period of time, but the minimum duration is two weeks. However, the Company will grant a request for CFRA leave lasting less than two weeks' twice during the 12-week period. Additional requests for Bonding Leave lasting less than two weeks may be directed to your manager and Human Resources and will be considered on a case-by-case basis depending on the needs of the Company. If the request is granted, the Company may require the employee to transfer temporarily to an available alternative position. Bonding Leave must be concluded within one year of the birth or placement of the child.

Requesting Leave

Employees who wish to take planned family care or medical leave must notify Human Resources or another designated member of management with reasonable promptness when they become aware of the need for leave and should identify the planned dates of the leave. The Company may require employees to provide written notice of the need for leave, except where written notice is not possible because of the need for immediate health care consultation or treatment.

When the need for the leave is foreseeable (such as for the expected birth or placement of a child), employees must, if possible, provide at least 30 days' advance notice. For events that are unforeseeable, employees should notify the Company (at least verbally) as soon as they learn of the need for leave. Employees should provide notice by contacting Human Resources or another designated member of management.

Employees who need CFRA leave that is foreseeable due to a planned medical treatment should make reasonable efforts to schedule leave to avoid disruption to Company operations.

In addition to other notice provisions, employees requesting leave for CFRA qualifying reasons must respond to any questions designed to determine whether an absence is potentially qualifying for leave under this policy. Failure to respond to permissible inquiries regarding the leave request may result in denial of CFRA leave protections

Certification of Health Care Provider

When the leave relates to medical issues (i.e., the serious health condition of an employee or family member), employees will be required to provide a medical certification within 15 calendar days of the Company's request, unless it is not practicable to do so. Certification forms are available from Human Resources. Employees on CFRA leave for their own or a family member's serious health condition may be required to provide recertification when the original certification expires if additional leave is requested.

At the Company's expense, the Company may also require a second medical opinion regarding an employee's own serious health condition or the serious health condition of an employee's family member. Employees are expected to cooperate with the Company in obtaining additional medical opinions that the Company may require.

Qualifying Exigency Leave Requirements

Employees are required to provide:

- As much advance notice as is reasonable and practicable under the circumstances;
- A copy of the covered servicemember's active duty orders when the employee requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the servicemember's leave; and
- A completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available from Human Resources.

Failure to Provide Notice or Certification and to Return From Leave

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If an employee fails to return to work at the leave's expiration and has not obtained

an extension of the leave, the Company may presume that the employee does not plan to return to work and has voluntarily terminated their employment.

Benefits

The Company will continue making contributions for an employee's group health benefits during a leave on the same terms as if the employee had continued to work. This means that, if an employee wants benefits coverage to continue during CFRA leave, the employee must continue to make any premium payments they were required to make for themselves or their dependents prior to the leave. Employees will generally be provided with group health benefits for a 12-workweek period. In some instances, the Company may recover premiums it paid on an employee's behalf to maintain health coverage if the employee fails to return to work following CFRA leave for reasons other than the continuation, recurrence, or onset of a serious health condition or circumstances beyond the employee's control.

An employee's length of service will remain intact, but benefits such as vacation and sick leave may not accrue while on an unpaid CFRA leave.

No loss of benefits accrued prior to the leave will occur as a result of leave under the CFRA, but employees are not entitled to any benefit or position that they would not have been entitled to if they did not take the leave.

Compensation During Leave

Leave taken under this policy is generally unpaid, although depending upon the circumstances, employees may be eligible to receive benefits through state-sponsored programs or the Company's sponsored wage-replacement benefit programs, if applicable. The Company may require employees to use accrued vacation or sick leave to cover some or all of the leave, only if the CFRA leave is otherwise unpaid. The CFRA leave is not unpaid if the employee is receiving state disability insurance, short- or long-term disability payments pursuant to an employer provided plan, or is receiving Paid Family Leave through the state. If employees elect to have wage-replacement benefits and accrued paid leave integrated, the integration may be arranged such that employees will receive no greater compensation than their regular compensation during this period. The use of paid benefits will not extend the length of CFRA leave.

Job Reinstatement

Under most circumstances, employees will be reinstated to the same position they held at the time of the leave or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. If an employee becomes unqualified during CFRA leave as a result of not attending a necessary course, or renewing a license, the employee will be given a reasonable opportunity to fulfill those conditions upon returning to work. Further, the Company may grant an employee's request to work a different shift, in a different or better position, or in a different location, that is better suited to the employee's personal needs upon returning from CFRA leave.

The Company will also consider a reasonable accommodation under the FEHA if the employee is returning from CFRA leave for their own serious health condition. However, employees have no greater right to reinstatement than if they had been continuously employed rather than taken leave. For example, if an employee would have been laid off or the employee's position would have been eliminated even if they had not gone on leave, then the employee will not be entitled to reinstatement. However, if an employee has been replaced or the employee's position was restructured to accommodate the employee absence, the employee is entitled to reinstatement.

Prior to being allowed to return to work, an employee wishing to return from leave for their own serious health condition must submit an acceptable release from a health care provider that certifies the employee is able to resume work. For an employee on intermittent or reduced schedule CFRA leave, such a release may be required up to once every 30 days if reasonable safety concerns exist regarding the employee's ability to perform their duties, based on the serious health condition for which the employee took the intermittent or reduced schedule leave.

Confidentiality

Documents relating to medical certifications, recertifications or medical histories of employees or employees' family members will be maintained separately and treated as confidential medical records, except that in some legally recognized circumstances, the records (or information in them) may be disclosed to supervisors and managers, first aid and safety personnel or government officials.

Fraudulent Use of CFRA Leave Prohibited

An employee who fraudulently obtains CFRA Leave from the Company is not protected by the CFRA's job restoration or maintenance of health benefits provisions. In addition, the Company will take all available appropriate disciplinary action against an employee due to such fraud.

Nondiscrimination

The Company takes its CFRA leave obligations very seriously and will not interfere with, restrain or deny the exercise of any rights provided by the CFRA. We will not terminate or discriminate against any individual for exercising their right to family care and medical leave under the CFRA or for giving information or testimony regarding their own or another person's leave in an inquiry or proceeding related to rights under the CFRA. If an employee believes that their CFRA rights have been violated in any way, they should immediately report the matter to Human Resources or another designated member of management.

Employees should contact Human Resources or another designated member of management with any CFRA questions they may have.

Federal Family and Medical Leave Act (FMLA) - If Applicable

This policy applies only when the Company and employee are covered by the federal Family and Medical Leave Act (FMLA). For private employers, FMLA coverage generally applies when the employer has at least 50 employees for the required period. Employee eligibility generally requires at least 12 months of service, at least 1,250 hours worked during the preceding 12 months, and employment at a worksite meeting the FMLA's employee-count and geographic requirements.

Eligible employees may receive up to 12 workweeks of job-protected FMLA leave in the applicable 12-month period for qualifying family, medical, bonding, and qualifying military-exigency reasons. Eligible employees may receive up to 26 workweeks of military caregiver leave in a single 12-month period when the statutory requirements are satisfied.

When leave qualifies under both FMLA and the California Family Rights Act (CFRA), the leaves generally run concurrently to the extent permitted by law. Pregnancy disability leave may run concurrently with FMLA when the legal requirements are met, but pregnancy disability leave does not run concurrently with CFRA leave. Employees should contact Human Resources or another designated member of management regarding eligibility, certification, benefits continuation, substitution of paid leave, and reinstatement.

California Paid Family Leave Insurance

Employees may be eligible for up to eight weeks of state-provided paid family leave (PFL) insurance benefits when they take time off for one of the following purposes:

- To bond with a child during the first 12 months after the child's birth or placement for adoption or foster care with the employee;
- To care for an immediate family member (spouse, registered domestic partner, child, parent, grandparent, grandchild, sibling and parent-in-law, as defined by the PFL law) who is seriously ill and requires care; or
- To participate in a qualifying exigency related to the covered active duty or call to covered active duty of the employee's spouse, domestic partner, child or parent in the United States Armed Forces.

The PFL benefits described in this policy are a state-provided partial wage replacement benefit. It does not provide employees with a leave entitlement or a protected leave of absence. To obtain approval for a leave of absence for the reasons set forth above, employees must contact Human Resources or another designated member of management and comply with applicable eligibility, notice, and certification requirements when required by state or federal law.

Amount and Duration of Benefits

The California Employment Development Department (EDD) determines whether an employee is approved to receive PFL and the weekly benefit amount. The weekly benefit amount is generally either 70 or 90 percent of the employee's earnings (depending upon the employee's income), with benefits capped at a state-imposed maximum weekly benefit amount. Employees may receive up to eight weeks of PFL benefits during a 12-month

period, but may not receive more benefits than earned in wages during the base period for calculating benefits (generally, the 12 months prior to the quarter in which the claim is made). Additional information may be found on the EDD Paid Family Leave website: edd.ca.gov/paidfamilyleave.

When applicable, PFL benefits will run concurrently with leave time available under state and/or federal law. Employees may, but are not required to, use any accrued but unused sick leave or vacation prior to receiving PFL benefits.

California Bereavement Leave

Applicability: California bereavement leave generally applies to employers with five or more employees.

The Company will provide eligible employees with bereavement leave in accordance with state law.

To be eligible for leave under this policy, an employee must have been employed with the Company for at least 30 days prior to the start of the leave.

Upon request, eligible employees will be allowed a maximum of five workdays of bereavement leave in connection with each death of a covered family member. The five workdays of leave do not have to be taken consecutively; however, leave under this policy must be completed within three months of the date of the family member's death.

For purposes of this policy, the following definitions apply:

- A "covered family member" means a spouse or a child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law.
- "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis.
- "Parent" means a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood *in loco parentis* to the employee when the employee was a child.
- "Sibling" means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.

Leave under this policy is unpaid; however, employees may substitute accrued and available paid time off, including but not limited to vacation and/or paid sick leave. The use of paid leave does not extend the length of leave under this policy.

Employees should provide notice of the need for bereavement leave as soon as practicable and follow the Company's normal leave-request procedures when feasible. The Company may request reasonable documentation to verify eligibility for leave as permitted by California law. If requested, documentation must be provided within the time allowed by law.

The Company will not retaliate or tolerate retaliation against employees who request or take leave in accordance with this policy.

Reproductive Loss Leave

Applicability: California reproductive loss leave generally applies to private employers with five or more employees.

Eligible employees may take up to five days of reproductive loss leave following a reproductive loss event. To be eligible for leave, employees must have been employed by the Company for at least 30 days immediately preceding the start of the leave. An employee who experiences more than one reproductive loss event within a 12-month period may take up to 20 days of reproductive loss leave within the 12-month period.

A "reproductive loss event" is defined as a:

- Failed adoption, meaning the dissolution or breach of an adoption agreement with the birth parent or legal guardian, or an adoption that is not finalized because it is contested by another party, where the employee would have been a parent of the adoptee if the adoption had been completed.

- Failed surrogacy, meaning the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate, where the employee would have been a parent of a child born as a result of the surrogacy.
- Miscarriage by the employee, the employee's current spouse or domestic partner, or another individual where the employee would have been a parent of the child born as a result of the pregnancy.
- Stillbirth resulting from the pregnancy of the employee, the employee's current spouse or domestic partner, or another individual where the employee would have been a parent of a child born as a result of the pregnancy.
- Unsuccessful assisted reproduction, meaning an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure for the employee, the employee's current spouse or domestic partner, or another individual where the employee would have been a parent of a child born as a result of the pregnancy.

Employees may take reproductive loss leave on consecutive or nonconsecutive days but generally must complete the leave within three months of the reproductive loss event. For a reproductive loss event that spans multiple days, the event is deemed to occur on the final day of the event. If an employee is on, or chooses to go on, a leave of absence under local, state, or federal law (including California Family Rights Act leave or pregnancy disability leave), either prior to or immediately following a reproductive loss event, the employee must complete the reproductive loss leave within three months of the end date of the other leave.

Reproductive loss leave is unpaid. An employee may substitute accrued and unused paid time off that is otherwise available for unpaid reproductive loss leave. The substitution of paid time off does not extend the amount of reproductive loss leave available.

The Company will maintain the confidentiality of any employee requesting reproductive loss leave. Any information provided to the Company regarding reproductive loss leave will be maintained as confidential and will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

The Company will not refuse to hire or terminate, demote, fine, suspend, expel, otherwise retaliate, or discriminate against an individual because the individual exercised the right to reproductive loss leave provided by this policy or gave information or testimony as to their own reproductive loss leave, or another person's reproductive loss leave, in an inquiry or proceeding related to rights guaranteed under California's reproductive loss leave law. Further, the Company will not interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right provided under California's reproductive loss leave law.

Pregnancy Disability Leave and Accommodation

Applicability: California pregnancy disability leave generally applies to employers with five or more employees.

Pregnancy Disability Leave

Any employee who is disabled by pregnancy, childbirth or a related medical condition (including medical conditions relating to lactation) is eligible for up to four months of pregnancy disability leave per pregnancy.

- For purposes of this policy, employees are "disabled by pregnancy" when, in the opinion of their health care provider, they cannot work at all or are unable to perform any one or more of the essential functions of their job or to perform them without undue risk to themselves, the successful completion of their pregnancy or other persons as determined by a health care provider. The term "disabled" also applies to certain pregnancy-related conditions, including but not limited to, severe morning sickness or the need to take time off for prenatal or postnatal care, bed rest, post-partum depression and the loss or end of pregnancy.

Reasonable Accommodations for Pregnancy Under California Law

Any employee who is affected by pregnancy may also be eligible for a temporary transfer or another accommodation, in accordance with California law. Employees are considered "affected by pregnancy" under California law if they are pregnant or have a related medical condition and their health care provider has certified that it is medically advisable for the employee to temporarily transfer or to receive some other accommodation.

The Company will provide a temporary transfer to a less-strenuous or less-hazardous position or duties or provide another accommodation to an employee affected by pregnancy if:

- The employee requests a transfer or other accommodation;
- The request is based on the certification of the employee's health care provider as "medically advisable"; and
- The transfer or other requested accommodation can be reasonably accommodated.

No additional position will be created, and the Company will not terminate another employee, transfer another employee with more seniority, or promote or transfer any employee who is not qualified to perform the new job as a part of the accommodation process.

Examples of reasonable accommodations include: (1) modifying work schedules to provide earlier or later hours; (2) modifying work duties, practices or policies; (3) providing time off; (4) providing furniture (such as stools) and modifying equipment and devices; and (5) providing additional break time for lactation or trips to the restroom. If time off or a reduction in hours is granted as a reasonable accommodation, the Company will consider the reduced hours/time off as pregnancy disability leave and deduct those hours from an employee's four-month leave entitlement.

Advance Notice and Medical Certification

To be approved for a pregnancy disability leave of absence, a temporary transfer or other reasonable accommodation, employees must provide the Company with:

- 30 days' advance notice before the leave of absence, transfer or reasonable accommodation is to begin, if the need is foreseeable;
- As much notice as is practicable before the leave, transfer or reasonable accommodation when 30 days' notice is not possible; and
- A signed medical certification from their health care provider that states that they are disabled due to pregnancy or that it is medically advisable for them to be temporarily transferred or to receive some other reasonable accommodation.

The Company may require employees to provide a new certification if they request an extension of time for their leave, transfer or other accommodation.

Failure to provide the Company with reasonable advance notice may result in the delay of leave, transfer or other accommodation.

Duration

The Company will provide employees with pregnancy disability leave for a period not to exceed four months per pregnancy. The four months is defined as the number of days (and hours) the employee would normally work within four calendar months or 17.33 workweeks. This leave may be taken intermittently or on a continuous basis, as certified by the employee's health care provider.

The Company may require an employee to temporarily transfer to an available alternative position to meet the medical need of the employee to take intermittent leave or work on a reduced schedule as certified by the employee's health care provider. The employee must be qualified for the alternative position, which will have an equivalent rate of pay and benefits, but not necessarily equivalent job duties.

Any temporary transfer or other reasonable accommodation provided to an employee affected by pregnancy will not reduce the amount of pregnancy disability leave time available to the employee unless the temporary transfer or other reasonable accommodation involves a reduced work schedule or intermittent absences from work.

The length of the transfer will depend on the employee's physical condition before and after childbirth.

Benefits

The Company will maintain an employee's health insurance benefits during pregnancy disability leave for a period of up to four months (as defined above) on the same terms as they were provided prior to the leave time. If employees take additional time off following a pregnancy disability leave that qualifies as leave under the

California Family Rights Act (CFRA), the Company will continue their health insurance benefits for up to a maximum of 12 workweeks in a 12-month period.

In some instances, the Company may recover premiums it paid to maintain health insurance benefits if an employee fails to return to work following PDL for reasons other than taking additional leave afforded by law or Company policy or not returning due to circumstances beyond the employee's control.

Integration With Other Benefits

Pregnancy disability leaves and accommodations that require employees to work a reduced work schedule or to take time off from work intermittently are unpaid. Employees may use their accrued vacation, sick or other paid time off (PTO) benefits during the unpaid leave of absence, if applicable. However, use of sick, vacation or other PTO benefits will not extend the available PDL time.

Sick, vacation and other PTO leave hours will not accrue during any unpaid portion of the leave of absence, and employees will not receive pay for official holidays that are observed during their leave of absence except during those periods when they are substituting vacation or sick leave for unpaid leave.

Any State Disability Insurance for which employees are eligible may be integrated with accrued vacation, sick leave, or other PTO benefits so that they do not receive more than 100 percent of their regular pay.

Reinstatement

If the employee and the Company have agreed upon a definite date of return from the leave of absence or transfer, the employee will be reinstated on that date if they notify the Company that they are able to return on that date. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, then the employee will be returned to work within two business days, where feasible, after the employee notifies the Company of their readiness to return.

Before employees will be allowed to return to work in their regular job following a leave of absence or transfer, they must provide Human Resources or another designated member of management with a certification from their health care provider that they can perform safely all of the essential duties of the position, with or without reasonable accommodation. If employees do not provide such a release prior to or upon reporting for work, they will not be permitted to work until a release is provided. This time before the release is provided will be unpaid.

Employees will be returned to the same position upon the conclusion of their leave of absence or transfer unless the position ceases to exist. In cases where the employee's position no longer exists, the Company will provide a comparable position on the scheduled return date or within 60 calendar days of that return date. However, employees will not be entitled to any greater right to reinstatement than if they had not taken the leave.

Extension of Leave

To the extent required by law, some extensions beyond an employee's pregnancy disability leave entitlement may be granted when the leave is necessitated by an employee's injury, illness or "disability" as defined under the Americans with Disabilities Act (ADA) and/or applicable state or local law.

Retaliation Prohibited

The Company will not discriminate or retaliate against employees because they request or make use of leave, a transfer or other accommodations in accordance with this policy. This policy does not limit a pregnant employee's rights under any other policy or laws protecting gender, pregnancy and childbirth, or health conditions related to pregnancy or childbirth.

Additional Information

Employees who have questions about this policy or who wish to request leave, transfer or other reasonable accommodation under this policy should contact Human Resources or another designated member of management.

Military Leave

Federal law provides employees with the right to take leave to serve in the military. At the federal level, military leave rights are governed by the Uniformed Services Employment and Reemployment Rights Act, commonly referred to as USERRA. This policy discusses military leave under USERRA.

State laws may also provide an employee with rights to take military leave. If the employee works in a state that provides rights in addition to those provided under USERRA, the Company will provide those rights. If an employee plans to request leave based on military service, they should contact Human Resources or another designated member of management for information on any additional rights or requirements, if applicable, under state law.

Employee Eligibility

Employees will be granted a leave of absence for service in the uniformed services according to USERRA and applicable state law. Leave is available to all employees who are eligible to take it and seek reinstatement under USERRA or applicable state law for the purpose of performing service in the uniformed services.

Definitions

For purposes of this policy, "uniformed services" means:

- The Armed Forces;
- The Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty;
- The commissioned corps of the Public Health Service;
- The commissioned officer corps of the National Oceanic and Atmospheric Administration;
- System members of the National Urban Search and Rescue Response System during a period of appointment into Federal service under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act);
- Intermittent personnel who are appointed into Federal Emergency Management Agency (FEMA) service under the Stafford Act or to train for such service; and
- Any other category of persons designated by the President in time of war or national emergency.

For purposes of this policy, "service in the uniformed services" means the following duties on a voluntary or involuntary basis:

- Active duty;
- Active duty for training;
- Initial active duty for training;
- Inactive duty training;
- Full-time National Guard duty;
- State active duty:
 - o For a period of 14 days or more;
 - o In response to a national emergency declared by the President under the National Emergencies Act; or
 - o In response to a major disaster declared by the President under the Stafford.
- Time off for an examination to determine the fitness of the person to perform any such duty;
- Time off for a System member of the National Urban Search and Rescue Response System due to an appointment into Federal service under the Stafford Act;
- Time off due to an appointment into service in FEMA as intermittent personnel under the Stafford Act;
- Funeral honors duty; and
- Time off to attend a military service academy.

Notice of Leave

An employee must notify Human Resources or another designated member of management of the need to take a leave as far in advance as feasible. The Company requests notice at least 30 days prior to the beginning of the leave, if possible. Verbal notice is sufficient, but the Company may request documentation from the

employee. If giving notice is impossible or unreasonable for reasons not attributable to the employee, notice should be provided as soon as possible. Notice may not be required when precluded by military necessity, which is defined by the Department of Defense, the Administrator of FEMA for FEMA service, or the Secretary of Health and Human Services for intermittent disaster-response appointees of the National Disaster Medical System.

Employees are responsible for updating changes in contact information by sending such information to Human Resources or another designated member of management.

Length of Leave

An employee is entitled to leave for up to five years of service in the uniformed services, subject to certain exceptions that may require the Company to provide leave, but not count the service period towards the five-year limit. Employees who have questions about whether their service period counts toward the five-year limit, please contact Human Resources or another designated member of management.

Use of Accrued, Unused Paid Time Off During Leave

Any employee on a military leave may use accrued, but unused, paid time off to compensate the employee during the leave. The employee is not required to use such paid time off during a military leave but may choose to do so.

Reinstatement

Employees are eligible under USERRA to seek reinstatement if they meet the following requirements (more fully discussed below):

- The employee provides proper notice of their service;
- The cumulative total of the employee's service periods does not exceed five years, except as otherwise permitted by USERRA;
- The employee seeks reinstatement within the time frames outlined by USERRA; and
- The employee is not discharged from service in the uniformed services in a manner that disqualifies the employee from USERRA's protections (e.g., dishonorable discharge).

Employee Responsibility to Seek Reinstatement

The following rules apply to an employee who seeks reinstatement after completing a period of service in the uniformed services.

For uniformed service that is 30 days or less or fitness for duty examinations: The employee must return to work at the beginning of the first regularly scheduled work period that starts on the first full day after release from service, following reasonable travel time home, plus an eight-hour rest period.

For uniformed service that is 31-180 days: An employee must seek reinstatement within 14 days of release from uniformed service.

For uniformed service that is 181 days or more: An employee must seek reinstatement within 90 days of release from uniformed service.

In case of injury or illness: If an employee is hospitalized, convalescing, or recovering from an injury or illness incurred or aggravated during uniformed service, the periods for seeking reinstatement may be extended for a period of up to two years. Any such extension generally cannot exceed two years from the time of the illness or injury in question, except if circumstances outside the employee's control make it impossible or unreasonable for the employee to report within the two-year period.

Reinstatement Protections

An employee returning from leave who properly seeks reinstatement according to the requirements of USERRA and applicable state law will be entitled to reinstatement as follows:

If uniformed service is 90 days or less: The employee will be returned to the position they would have held if there had been continuous employment if the employee is qualified to perform the required duties of that position ("escalator position"). If the employee is not qualified to perform the required duties of the escalator position, the Company will make reasonable efforts to qualify the employee for that position. If the employee is

not qualified for the escalator position after these reasonable qualification efforts are made, the employee will be reinstated to the position the employee held immediately prior to starting the leave.

If uniformed service is 91 days or more: The employee will be returned to the escalator position. If the employee is not qualified to perform the required duties of the escalator position, the Company will make reasonable efforts to qualify the employee for that position. If the employee is not qualified for the escalator position after these reasonable efforts are made, the employee will be returned to the position they held immediately prior to taking a leave, or a position of like status, pay, and seniority.

Employees with Disabilities

An employee who has a disability that is incurred in, or aggravated during, uniformed service is entitled to receive reasonable accommodations in the performance of the escalator position. If the employee is not qualified for the escalator position even with the consideration of reasonable accommodations, the employee will be reemployed in a position of equivalent seniority, status and pay for which the employee could become qualified or is qualified after reasonable accommodation. If the employee cannot meet the qualifications of this second position even with the consideration of reasonable accommodations, the Company will reemploy the employee in a position that is the nearest approximation in terms of seniority, status, and pay to the second position, with reasonable accommodations.

Prompt reinstatement will vary depending on the amount of time the employee has been out on military leave. Prompt reinstatement may require a delay in employment of up to two weeks following the date the employee seeks reinstatement. Only in unusual circumstances will this period exceed two weeks.

The Company may require an employee returning from military leave for a period of service that exceeds 30 days to provide documentation of the employee's right to reinstatement, which requires the employee to show that:

- The employee has not exceeded five years of non-exempt service;
- The employee sought reinstatement within the time frame required by USERRA; and
- The employee was discharged from service in the uniformed services in a manner that does not disqualify the employee from USERRA's protections.

An employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave period. Additionally, if an employee fails to seek reinstatement within the time frames discussed below, the Company will apply its normal work rules regarding absence from employment without notice or permission.

Discharge Restrictions Following Reinstatement

Employees who are reinstated after uniformed service that lasts between 31 and 180 days will not be discharged except for cause for a period of six months following reinstatement. Employees who are reinstated after uniformed service that lasts more than 180 days will not be discharged except for cause for a period of one year following reinstatement.

For purposes of this section of the policy, "cause" means:

- With respect to employee conduct, that it is reasonable to discharge the employee for the conduct in question, the employee had notice, which was express or can be fairly implied, and the conduct would constitute cause for discharge; and
- With respect to other reasons for termination of employment, such as a position elimination or a layoff, that there are legitimate, nondiscriminatory reasons for the action.

Health and Welfare Benefits During Leave

Active military personnel and their dependents typically are covered by TRICARE, the military healthcare plan, if the deployment is longer than 30 days.

An employee on military leave who elected health care coverage under the Company's health care plan prior to the start of a leave will retain that coverage for the first 30 days of any military leave at the rates the employee paid immediately prior to the start of the leave. After 30 days of leave, the employee may elect to continue their health care coverage, including coverage for dependents, for up to 24 months, under USERRA. If this

continuation coverage is elected, the employee will be required to pay the entire cost of such coverage, which may be up to 102% of the full premium amount for that coverage (i.e., the employer's share plus the employee's share, plus two percent for administrative costs).

Employees also may be entitled to coverage under COBRA for up to 18 months of a military leave. COBRA coverage runs concurrently with any continuation coverage under USERRA, and the employee is entitled to only one form of continuation coverage. The employee is responsible for all premium payments attributable to the employee; failure to pay such premiums will result in cancellation of coverage.

Prohibition Against Discrimination and Retaliation

Any employee who believes they have been discriminated or retaliated against based on their past, present, or future participation in the uniformed services, request for military leave, complaint or participation in any investigation of a complaint of discrimination or retaliation based on a military leave request or service participation, or any other situation protected under USERRA should immediately provide a written or verbal report to their supervisor, any other member of management, or Human Resources or another designated member of management to report such incidents.

After a report is received, the Company will conduct an investigation in accordance with the Equal Employment Opportunity policy set forth in this Handbook. The Company prohibits retaliation against employees who make such a complaint.

Leave to Attend Court Proceedings for Serious Crimes

The Company prohibits discrimination against an employee who is a victim of certain serious criminal offenses and wishes to take time off to appear in court to be heard at any proceeding, including any delinquency proceeding, involving a post-arrest release decision, plea, sentencing or post-conviction release decision or any proceeding in which a right of the victim is at issue.

A "victim" means any employee who suffers direct or threatened physical, psychological or financial harm as a result of the commission or attempted commission of a serious criminal offense. The term "victim" also includes the employee's spouse, registered domestic partner, parent, child, sibling or guardian.

Before employees may take time off under this policy, they must provide the Company with reasonable advance notice of their intention to take time off, unless advance notice is not feasible. Employees who take an unscheduled absence must provide the Company with a certification within a reasonable time after the absence, such as: a police report indicating the employee was a victim of one of the specified serious criminal offenses; a court order protecting or separating the employee from the perpetrator of one or more of the specified offenses, or other evidence from the court or prosecuting attorney that the employee has appeared in court; or documentation from a medical professional, domestic violence counselor or advocate for victims of sexual assault, health care provider or counselor that the employee was undergoing treatment for physical or mental injuries resulting from being a victim of one of the specified serious criminal offenses.

An employee needing leave under this policy should contact Human Resources or another designated member of management.

Confidentiality of the situation, including an employee's request for time off, will be maintained to the greatest extent possible.

Employees may use accrued benefits, such as vacation time or sick leave, in order to receive compensation during the time taken off from work.

Leave to Attend Judicial Proceedings Related to Certain Felonies

The Company prohibits discrimination against an employee who wishes to take time off from work to attend judicial proceedings related to certain violent, serious or theft/embezzlement-related felonies committed against the employee, the employee's immediate family member, the employee's registered domestic partner or a child of the employee's registered domestic partner.

"Immediate family member" is defined as an employee's spouse, child, stepchild, sibling, stepsibling, parent or stepparent.

Before an employee may be absent from work to attend a judicial proceeding, the employee must give the Company a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee must provide, within a reasonable time after the absence, documentation evidencing the judicial proceeding from (1) the court or government agency setting the hearing; (2) the district attorney or prosecuting attorney's office; or (3) the victim/witness office that is advocating on behalf of the victim.

An employee needing leave under this policy should contact Human Resources or another designated member of management.

Confidentiality of the situation, including an employee's request for the time off, will be maintained to the greatest extent possible.

Employees may use accrued benefits, such as vacation time or sick leave, in order to receive compensation during the time taken off from work.

Leave for Victims of Violence

The Company provides time off to any employee who is a victim, or a family member of a victim, of a qualifying act of violence, so that the employee may obtain or attempt to obtain relief.

For purposes of this policy, "victim" means an individual against whom a qualifying act of violence is committed. "Relief" includes, but is not limited to, a temporary restraining order, restraining order or other injunctive relief to help ensure the health, safety or welfare of the employee or the employee's family member.

For purposes of this policy, "family member" means the employee's child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person. For purposes of this policy, a "designated person" means an individual identified by the employee at the time the employee requests leave who is related to the employee by blood or whose association with the employee is the equivalent of a family relationship. Employees are limited to one designated person per 12-month period.

"Qualifying act of violence" means:

- Domestic violence;
- Sexual assault;
- Stalking; or
- An act, conduct, or pattern of conduct in which a third party:
 - o Causes bodily injury or death to another individual;
 - o Exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual; or
 - o Uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.

Employees should give the Company reasonable notice of the need for time off, unless advance notice is not feasible.

When an unscheduled absence occurs, the Company may require the employee to provide written certification of the need for time off. Any of the following will be considered sufficient certification:

- A police report indicating the employee or the employee's family member was a victim;
- A court order protecting or separating the employee or the employee's family member from the perpetrator of the qualifying act of violence;
- Other evidence from a court or prosecuting attorney that the employee or the employee's family member has appeared in court;
- Documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider or counselor that the employee or the

employee's family member was undergoing treatment or seeking or receiving services directly related to the qualifying act of violence; or

- Any other form of documentation that reasonably verifies that the qualifying act of violence occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for an authorized purpose.

Any employee, including one who is a victim of a qualifying act of violence, will be allowed time off to appear in court to comply with a subpoena or other court order as a witness in a judicial proceeding.

Employees may use accrued paid time off in order to receive compensation during the leave of absence.

Employees may also be entitled to a reasonable accommodation under the Company's Accommodation for Victims of Violence policy and to additional leave under the Company's Leave to Attend Judicial Proceedings Related to Certain Felonies policy and Leave to Attend Court Proceedings for Serious Crimes policy. Employees should consult those policies and/or Human Resources or another designated member of management for additional information.

The Company will keep all information submitted in connection with an employee's request for leave confidential to the extent permissible by law. If the law requires disclosure of information, the Company will notify the employee before any information is released.

The Company will not discriminate or retaliate against any employee because of the employee's or the employee's family member's status as a victim (if the employee provides the Company notice of such status or the Company has actual knowledge of such status) or because the employee takes or requests leave in accordance with this policy.

Employees who have questions about this policy or who wish to request a leave under this policy should contact Human Resources or another designated member of management.

Accommodations for Victims of Violence

The Company will make reasonable accommodations for any employee who reports that they are the victim, or a family member of a victim, of a qualifying act of violence and requests that the Company accommodate their safety while at work, unless providing the accommodation will impose an undue hardship on the company's business operations or violates the Company's duty to provide a safe and healthy working environment for all employees.

"Qualifying act of violence" means domestic violence, sexual assault, stalking or an act, conduct, or pattern of conduct in which a third party causes bodily injury or death to another individual; exhibits, draws, brandishes or uses a firearm or other dangerous weapon with respect to another individual; or uses or makes a reasonably perceived or actual threat to use force against another individual to cause physical injury or death.

Reasonable accommodations may include, but are not limited to: a transfer; reassignment; modified work schedule; change in work telephone number; permission to carry telephone at work; change in work station; installed lock; assistance in documenting domestic violence, sexual assault, stalking or another qualifying act of violence that occurs at the workplace; implemented safety procedures; any other adjustment to a job structure, workplace facility or work requirement in response to domestic violence, sexual assault, stalking or other qualifying act of violence, or referral to a victim assistance organization. The Company will engage in a timely, good-faith and interactive process with the employee to identify effective reasonable accommodations.

Employees may also be entitled to a leave of absence under the Company's Leave for Victims of Violence policy, Leave to Attend Judicial Proceedings Related to Certain Felonies policy and/or Leave to Attend Court Proceedings for Serious Crimes policy. Employees should consult those policies and/or Human Resources or another designated member of management for additional information.

The Company may request that an employee provide a written statement signed by the employee (or an individual acting on behalf of the employee) certifying that the requested accommodation is for the employee's safety while at work. The Company may also require an employee to provide a certification that the employee or the employee's family member is a victim and may request recertification every six months. Any of the following will be considered sufficient certification: a police report indicating the employee or the employee's family member was a victim; a court order protecting or separating the employee or the employee's family member

from the perpetrator, or other evidence from a court or prosecuting attorney that the employee or the employee's family member has appeared in court; documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider or counselor that the employee or the employee's family member was undergoing treatment or seeking or receiving services directly related to the qualifying act of violence; or any other form of documentation that reasonably verifies that the qualifying act of violence occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for an authorized purpose.

Employees must notify the Company if their needs change or if they no longer need an accommodation.

The Company will keep all information submitted in connection with an employee's request for an accommodation confidential to the extent permissible by law. If the law requires disclosure of information, the Company will notify the employee before any information is released.

The Company will not discriminate or retaliate against any employee because of the employee's or their family member's status as a victim, if the employee provides the Company notice of such status, the Company has actual knowledge of such status or the employee requests a reasonable accommodation in accordance with this policy.

Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact Human Resources or another designated member of management.

Jury Duty Leave

Performance of jury duty is part of your responsibility as a citizen. The Company will not ask or encourage you to request to be excused from or postpone a call to jury duty.

Time off for jury duty will be unpaid except where required otherwise by applicable state law. However, exempt employees who work any portion of a workweek in which they also take jury duty leave will receive their full salary for that workweek. Employees may opt to use any available accrued and unused paid leave in place of unpaid leave but are not required to do so.

Employees are expected to notify a supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. Written verification from the court clerk of having served is required.

You will be expected to work your regular schedule on any day you are not required to be present in court. You are also expected to work the remaining part of any scheduled shift if excused from jury duty in time to return to the workplace prior to the end of the shift.

Employees may retain any mileage allowance, or related fees, paid by the court for jury service.

Retaliation against employees requesting leave under this policy is strictly prohibited.

Witness Leave

The Company acknowledges that, on occasion, employees may have an obligation to participate in legal proceedings as a witness. The Company provides employees with leave to attend those proceedings under circumstances described in this policy.

If you are required to attend a legal proceeding as a witness, you must inform your supervisor and/or Human Resources or another designated member of management as soon as possible to make arrangements for time off for that purpose. The Company reserves the right to require employees to provide proof of the need to attend the proceedings to the extent authorized by law.

Witness leave is generally unpaid; however, employees will be paid if the subpoena covers testimony:

- On behalf of the Company; or
- Concerning a work-related incident involving employees.

In addition, exempt employees who work any portion of a workweek in which they also take witness leave will receive their full salary for that workweek. Employees may opt to use any available accrued vacation time/paid time off in place of unpaid leave but are not required to do so.

You are expected to return to work if you are excused from the legal proceedings during regular working hours

or released from the legal proceeding earlier than expected.

This policy does not extend leave to employees seeking leave because the employee has committed or is alleged to have committed a criminal act.

If you have any questions regarding this policy or if you have questions about witness leave that are not addressed in this policy, please contact Human Resources or another designated member of management.

Retaliation for an employee's taking leave permitted under this policy is strictly prohibited.

An employee who abuses this policy will be subject to disciplinary action, up to and including termination of employment.

Time Off to Vote

The Company encourages all employees to fulfill civic responsibilities and to vote in official public elections.

You are not permitted to take voting leave if you have sufficient time outside of your normal work hours. However, if you must take time to vote during working hours, you must inform your supervisor at least two working days before the election, if possible.

Approved time off to vote must be at the beginning or end of your work shift, whichever allows the most free time for voting and the least time off from work.

You may take as much time as needed to vote, but only two hours of that time will be paid.

Retaliation against an employee for taking leave permitted under this policy is strictly prohibited.

School Disciplinary Leave

Employees who are the parent or custodial guardian of a child in kindergarten or grades one through 12 may take time off when required, in accordance with California law, to attend a portion of a school day in the classroom of their child or ward because that child has been suspended.

To be eligible for leave, employees must notify their supervisor or Human Resources or another designated member of management as soon as they learn that their appearance at the school has been requested.

Employees may be denied their requested leave if they do not provide adequate notice. The Company may require employees to provide documentation, including a copy of the school's notice or other certification stating that the employee's presence at the school is mandatory.

School disciplinary leave is unpaid. However, exempt employees who work any portion of a workweek in which they also take school disciplinary leave will receive their full salary for that workweek. Employees may opt to use any available accrued paid leave in place of unpaid leave.

School visits for other purposes may be covered under the Company's School or Day Care Activities Leave policy.

The Company will not terminate, threaten, demote, suspend or in any other manner discriminate against an employee because they take time off to appear at the school of their child or ward in accordance with this policy.

School and Child Care Activities Leave - If Applicable

Where California Labor Code section 230.8 applies, an eligible parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to a child may take protected time off for qualifying school or licensed child-care activities, enrollment, or emergencies. Covered employees may generally take up to 40 hours each year, usually limited to eight hours in a calendar month, except that the monthly limit does not apply to qualifying school or child-care emergencies.

Employees should provide reasonable notice when possible. The Company may require reasonable documentation as permitted by law. Leave is generally unpaid, although available paid time off may be used as permitted or required by law. The Company will not retaliate against an employee for exercising protected rights under this policy.

Organ and Bone Marrow Donor Leave - If Applicable

Where required by California law, eligible employees will receive protected leave for organ or bone marrow donation. Covered employers must provide up to 30 business days of paid leave in a one-year period for organ donation and up to five business days of paid leave in a one-year period for bone marrow donation. Eligible organ donors may also receive up to an additional 30 business days of unpaid leave in the applicable one-year period.

The Company may require written verification of the donation and medical necessity and may require use of a limited amount of accrued paid leave to the extent permitted by law. Benefits, continuity of service, and reinstatement will be handled as required by applicable law.

Military Spouse Leave - If Applicable

Where required by California law, an eligible employee who works an average of at least 20 hours per week and is the spouse of a qualified member of the United States Armed Forces, National Guard, or Reserves may take up to 10 days of unpaid leave while the qualified member is on leave from deployment during a qualifying period of military conflict.

Employees should provide the notice and documentation required by applicable law. The Company prohibits retaliation against an employee for requesting or taking protected military-spouse leave.

Emergency Responder Leave

The Company will provide protected time off as required by California law to employees who perform emergency duty as volunteer firefighters, reserve peace officers, or emergency rescue personnel. Eligible employees will also be provided protected time off for qualifying training when required by law. Employees should provide notice as soon as practicable, subject to emergency circumstances and any special notice rules applicable to health care providers.

Other Leaves of Absence

This Handbook only addresses those leaves of absence that the Company has found are the most commonly requested by its employees. There may be additional types of leaves of absence available under state and federal law. If you believe that you may be entitled to a statutory leave of absence that is not set forth in this Handbook, please see contact Human Resources to discuss your potential eligibility.

HEALTH AND SAFETY

Smoke-Free Workplace

The Company provides a smoke-free workplace for all employees and its customers.

This means that the Company prohibits smoking (including vaporizers, e-cigarettes, or any electronic smoking device) in the workplace, including all building stairwells, hallways, offices, lunchrooms, break rooms, restrooms, common areas, on any job site while performing work-related duties, or in any company vehicles. Smoking is also prohibited on the Company's outdoor property, with the exception of designated areas. This policy applies to all employees, vendors, customers, clients, and visitors.

If you wish to smoke on a break or meal period, you must do so only in areas outside the workplace where smoking is permitted.

If you witness conduct you believe violates this policy, you should report it verbally or in writing to your supervisor or Human Resources or another designated member of management as soon as possible with as much detail as possible. The Company will investigate all reports of violations and take prompt corrective action. The Company prohibits any form of discipline or retaliation against an employee for reporting a violation of this policy or cooperating in an investigation.

Violations of this policy may lead to corrective action, up to and including unpaid suspension and/or termination of employment.

Drug and Alcohol Policy

While it is not the Company's desire to interfere with the private lives of its employees, the Company has a vital interest in providing a safe, hazard-free, healthy, and efficient work environment for all employees, their co-workers, and customers we serve. For these reasons, the Company has established the following alcohol and drug-free workplace policy as a condition of employment and continued employment with the company.

The Company strives to provide a safe environment for employees and others and to minimize the risk of accidents and injuries. Accordingly, each employee has a responsibility to co-workers and the public to deliver services in a safe and conscientious manner. Continuing research and practical experience have proven that even limited quantities of illegal drugs, abused prescription drugs, or alcohol can impair reflexes and judgment. This impairment, even when not readily apparent, can have catastrophic consequences. Moreover, studies have shown that impairment by controlled substances may last long after the user believes the effects have worn off. For these reasons, the Company has adopted a policy that all employees must report to work and, while at work, remain completely free of illegal drugs, abused or non-prescribed prescription drugs, and alcohol.

Drug Use/Distribution/Possession/Impairment

The Company prohibits employees from using, possessing, selling, distributing, manufacturing, or being impaired by illegal drugs or other unlawful intoxicants while working, while on Company premises, or while conducting Company business. The Company also prohibits employees from possessing, using, or being impaired by cannabis while working or on Company premises. Consistent with California law, the Company will not discriminate against an applicant or employee based solely on lawful off-duty cannabis use away from the workplace or solely on a drug test showing nonpsychoactive cannabis metabolites, except where an exception or different testing standard is permitted or required by applicable state or federal law.

Alcohol Use/Distribution/Possession/Impairment

All employees are prohibited from distributing, dispensing, possessing, or using any beverage or medicine containing alcohol while at work or on duty and from coming onto Company premises, reporting to work, or otherwise working with alcohol in their systems. Furthermore, lawful off-duty alcohol use, while generally not prohibited by this policy, must not interfere with an employee's job performance.

Prescription and Over-the-Counter Drugs

This policy does not prohibit the possession and proper use of lawfully prescribed or over-the-counter drugs. However, an employee taking medication should consult with a health care professional or review dosing directions for information about the medication's effect on the employee's ability to work safely, and promptly disclose any work restrictions to a supervisor or Human Resources or another designated member of management. Employees are not required to reveal the name of the medication or the underlying medical condition.

The Company reserves the right to transfer, reassign, place on leave of absence, or take other appropriate action regarding any employee during the time the employee uses medication that may affect their ability to perform their job or pose a safety risk. The Company will endeavor to accommodate individuals with disabilities and will comply with all requirements pertaining to providing reasonable accommodations to the extent required by applicable law.

Counseling and Rehabilitation

The Company will attempt to reasonably accommodate employees with chemical dependencies (drugs or alcohol) if they voluntarily wish to seek treatment and/or rehabilitation, unless the accommodation imposes an undue hardship on the Company's business operations. An employee's decision to seek help voluntarily will not be used as a basis for disciplinary action, although the individual may be transferred, given work restrictions, or placed on leave, as appropriate. A request for help is considered voluntary only if it is made before the employee is asked to submit to any drug or alcohol test or is discovered to have otherwise violated this policy. Employees who are voluntarily seeking help for substance abuse should contact Human Resources or another designated member of management.

The Company's support for treatment and rehabilitation does not obligate the Company to hire or employ any person who violates the Company's drug and alcohol abuse policy or who, because of current use of drugs or

alcohol, is unable to perform their duties or cannot perform the duties in a manner that would not endanger their health or safety or the health or safety of others.

The Company will keep all information submitted in connection with an employee's enrollment in a drug or alcohol rehabilitation program confidential to the extent permissible by law.

Time off for these purposes is unpaid. However, employees wishing to take such leave may utilize their sick leave or accrued paid time off, if applicable. If eligible, employees may also use family and medical leave as provided by law. The employee may not return to work until released by a treatment provider and the employee receives a negative result on a return-to-work drug and/or alcohol test (as appropriate for that individual). In addition, the employee may be asked to submit to follow-up testing for a period following the return to work.

Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact Human Resources or another designated member of management.

Failure to comply with these work rules may lead to disciplinary action up to and including unpaid suspension and/or termination of employment.

Security Policy

The welfare of our employees and the security of our workplace require that every individual be constantly aware of potential security risks. Employees should immediately notify a supervisor when persons are acting in a suspicious manner in or around the Company's premises or when keys, security passes, or identification badges are lost or misplaced.

Employees entrusted with keys to the office or other Company facilities are responsible for the safekeeping of the keys and/or access cards, and the security and protection of Company property.

Search and Inspection Policy

The Company wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials that violate Company policy. To this end, the Company prohibits the control, possession, transfer, sale, or use of such materials on its premises to the extent permitted by applicable law. We require the cooperation of all employees in administering this policy.

Desks, lockers, vehicles, and other storage devices are provided for the convenience of employees but remain the sole property of the Company. Employees have no reasonable expectation of privacy for items placed therein. Accordingly, desks, lockers, vehicles, and other storage devices, as well as any articles found within them, can be inspected by any agent or representative of the Company at any time, upon reasonable suspicion, either with or without prior notice.

As an employer, the Company is charged with the duty to protect employees and others from injuries at the hands of employees who pose a known risk of bodily harm to others. Accordingly, to ensure the safety and security of those individuals, and to protect our legitimate business interests, we reserve the right to, upon reasonable suspicion, question and inspect or search any employee or other individual entering or leaving Company premises or job sites. The inspection or search may include any packages or items that the individual may be carrying, including briefcases, handbags, backpacks, and shopping bags. Any non-exempt employee present during any search or inspection must report the time spent during the search or inspection as working time.

These items are subject to inspection and search, upon reasonable suspicion, at any time, with or without prior notice. Employees may be required to consent to reasonable inspection of their personal property and/or person while on duty or on the Company's premises. Any inspection of an individual's person will be limited to a self-inspection, whereby they will be requested to self-inspect their personal property or person by displaying the contents of any packages and/or turning out their pockets, etc., in the presence of a representative of the Company, typically a management employee of the same sex or gender.

This policy in no way prohibits employee affiliations, activities, or communications that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of employees to organize collectively and to speak with others about their terms and conditions of employment.

Workplace Bullying Policy

The Company is committed to providing a safe and harassment-free workplace for all employees. As part of that commitment, the company has developed the following policy to address intentional intimidation, threats, or other types of abusive behavior ("bullying"). This workplace bullying policy is intended to supplement, not to supersede, other harassment or workplace violence policies already in place at Company.

The Company will not tolerate any intentional bullying as defined in this policy. This policy applies to all employees, including supervisors, managers, and executives. Employees found in violation of this policy will be subject to discipline, up to and including unpaid suspension and/or termination of employment.

Bullying includes, but is not limited to, any of the following:

- Repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others with the intention to humiliate or demean, at the place of work and/or in the course of employment;
- Persistent singling out of one person or group of persons in a negative manner;
- Public reprimands intended to embarrass or humiliate the individual;
- Taking credit for another's ideas or work product;
- Using technology (email, instant messaging, etc.) to intimidate or threaten a person or group of persons;
- Unwanted physical contact, abuse, or threats of abuse; or
- Deliberately excluding an individual or isolating them from work-related meetings and/or activities.

An employee who feels like they are being bullied at work, or witnesses bullying at work, should immediately report the circumstances to a supervisor, manager, or to Human Resources or another designated member of management.

Workplace Violence Policy

The safety and security of employees is of vital importance to the Company. Therefore, the Company has adopted a zero-tolerance policy concerning work-related violence. Threats or acts of violence – including intimidation, bullying, physical or mental abuse and/or coercion – that involve or affect employees or that occur on the Company's premises, will not be tolerated.

It is our goal to have a work environment free from acts or threats of violence and to respond effectively to such acts or threats.

Work-related violence is any intentional conduct that is sufficiently severe, abusive, or intimidating to cause an individual to reasonably fear for their personal safety or the safety of their family, friends, and/or property such that employment conditions are altered, or a hostile, abusive, or intimidating work environment is created for one or several employees.

The conduct prohibited by this policy applies to conduct by all persons involved in our operations, including employees, supervisors, managers, temporary or seasonal employees ("employees"), agents, clients, vendors, customers, or any other third party interacting with the Company ("third parties").

Work-related violence includes, but is not limited to:

- Threats or acts of violence occurring on company premises, regardless of the relationship between the parties involved in the incident;
- Threats or acts of violence occurring off company premises involving someone who is acting in the capacity of a representative of the Company;
- Threats or acts of violence occurring off company premises involving an employee if the threats or acts affect the business interests of the Company;
- All threats or acts of violence occurring off company premises, of which an employee is a victim, if we determine that the incident may lead to an incident of violence on company premises; and

- Threats or acts of violence resulting in the conviction of an employee or agent of the Company, or an individual performing services for the Company on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence when the act or conviction adversely affects the legitimate business interests of the Company.

Examples of conduct that may be considered threats or acts of violence under this policy include, but are not limited to:

- Aggressive or hostile acts such as shouting, using profanity, throwing objects at another person, fighting, or intentionally damaging a coworker's property;
- Bullying, intimidating, or harassing another person (for example, making obscene, menacing, or threatening phone calls or using threatening or intimidating body language or gestures);
- Threatening physical contact directed toward another individual;
- Threatening an individual or their family, friends, associates, or property with harm;
- The intentional destruction or threat of destruction of Company property or an individual's property;
- Stalking;
- Veiled threats of physical harm or similar intimidation; and
- Communicating an endorsement of the inappropriate use of firearms or weapons.

This list is illustrative only and not exhaustive.

Prohibition of Weapons in the Workplace

Except where the Company has given express written permission, such as in the case of security guards, or as expressly permitted under state or local law, the Company prohibits all employees from possessing any weapons of any kind at the workplace while an employee is engaged in activities for the Company, and/or at Company-sponsored events. Possession of a valid license or permit that an employee may have which would otherwise authorize the employee to carry firearms or weapons is not an exemption under this policy.

For purposes of this policy, the workplace is defined to include the Company's buildings, outdoor areas, and parking lots to the extent permitted under state law.

For purposes of this policy, "weapons" include, but are not limited to:

- Any device from which a projectile may be fired by an explosive;
- Guns/firearms;
- Any simulated firearm operated by gas or compressed air;
- Any spring blade knife;
- Any knife which opens or is ejected open by an outward, downward thrust or movement;
- Sling shot;
- Sand club;
- Metal knuckles;
- Mace;
- Explosives;
- Any instrument that can be used as a club and poses a reasonable risk of injury; and/or
- Any item with the potential to inflict harm that has no common purpose.

Employees who violate this policy are subject to immediate discipline, up to and including unpaid suspension and/or termination of employment.

Complaint Procedure

Employees should help maintain a violence-free work environment. To that end, employees are encouraged to immediately report any incident that violates this policy to a supervisor, another member of management, or Human Resources or another designated member of management.

The Company will directly and thoroughly investigate all reports of policy violations and will take prompt corrective action, including discipline, if appropriate. The Company reserves the right to contact law enforcement, if appropriate.

The Company will not retaliate against any employee for reporting such an incident, and will not knowingly permit any retaliation by management or non-management employees.

Conduct That is Not Workplace Violence

Work-related violence does not refer to work environment arguments or debates that are zealous or impassioned, provided there is no resort to any form of coercion. Discussions about legitimate sporting activities, popular entertainment, or current events are not considered work-related violence when there is no threat of violence being directed to the work environment or any individual connected with it. Rather, work-related violence refers to behavior that demonstrates an intention to engage in violence, condones violence in our work environment, or targets any individual with acts or threats of violence.

This policy in no way prohibits employees from engaging in activities that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act (NLRA), which includes the right of employees to speak with others, engage in debates, and protest about their terms and conditions of employment. The Company will make the sole determination of whether and to what extent it will act upon threats or acts of violence. In making this determination, the Company may undertake a case-by-case analysis to ascertain whether there is a reasonable basis to believe that work-related violence has occurred.

Workplace Safety Policy

Protecting the safety of our employees and visitors is the most important aspect of running our business. The Company is committed to maintaining a safe workplace that complies with all federal, state, and local health and safety laws.

All employees have the opportunity and responsibility to contribute to a safe work environment by using commonsense rules and safe practices, and by notifying management when any health or safety issues are present. The Company expects employees to work in a safe manner that does not endanger themselves, their co-workers, or others at the workplace. Employees who are unable to complete their job duties safely should not report to work. Employees must comply with all applicable workplace safety and health laws and Company policies and procedures, including, but not limited to, rules governing the use of safety equipment and personal protective equipment. All employees are encouraged to partner with management to ensure maximum safety for all.

Employees must immediately report any unsafe workplace conditions or near-miss incidents that they experience or witness to their manager. Where possible, such reports should be in writing. Examples of conditions that must be reported include, but are not limited to, an employee not wearing proper protective equipment, a close-call (i.e., an injury that almost occurred but did not), or equipment that is not functioning properly.

If immediate action is required due to a fire, a medical or weather emergency, an employee's conduct, or any other emergency situation, employees should call 911 or contact the appropriate law enforcement agency before notifying a manager or other Company official.

Employees who engage in conduct that violates this policy or applicable law, or that otherwise endangers the health and safety of the Company's employees, customers, vendors, or others in the workplace will be subject to discipline, up to and including termination.

The Company will not discipline, terminate, discriminate, or otherwise retaliate against employees for reporting a health or safety concern, a work-related injury or illness, or a violation of a health and safety law, or because the employee cooperated with a related investigation or proceeding.

Injury Reporting Procedure

Employees are required to immediately report any work-related injury or illness, no matter how small, to their direct manager or another Company manager if their direct manager is unavailable. The manager will provide the employee with any required paperwork. The employee is expected to cooperate in the reporting process.

Employee Separation Procedures

The Company requests that employees who choose to terminate their employment provide written notice to their supervisor or Human Resources or another designated member of management, stating their last date of employment and the reason for leaving. The employee agrees to return all Company equipment and/or property before the last day of employment, including but not limited to, keys, access cards, Company phones, etc.

EMPLOYEE ACKNOWLEDGMENT

I hereby acknowledge receipt of the Company's Employee Handbook. I understand that it is my responsibility to read and understand the policies contained in the Employee Handbook. I understand and agree that I am required to abide by and follow the policies contained therein and that if I violate any such policy, I am subject to discipline, up to and including termination of employment. I understand and agree that if I have any question regarding a policy in the Employee Handbook, I will contact Human Resources or another designated member of management or my manager or supervisor.

I acknowledge that unless subject to a properly executed written agreement to the contrary, my employment is at-will. I understand this means my employment and compensation can be terminated, with or without cause, and with or without notice, at any time, at the option of either the Company or me. My signature below certifies that I understand that no manager or representative of the Company other than the CEO or president has any authority to enter into any agreement for employment with me for any specified period of time, or to make any agreement contrary to the foregoing, and that such changes must be in writing, unless the Company has entered into a properly executed written agreement to the contrary. I understand that, except for the employment at-will policy, the Company can change any and all policies or practices at any time. I further acknowledge and understand that the Company reserves the right to change my hours, wages, and working conditions at any time.

I understand that the Company has provided me various alternative channels to raise concerns regarding violations of this handbook and company policies, and the Company encourages me to do so promptly so that the Company may effectively address such situations. I understand that nothing herein interferes with any right to report concerns, make lawful disclosures, or communicate with any governmental authority regarding potential violations of laws or regulations.

I understand and acknowledge that nothing in this Employee Handbook or in any other document or policy is intended to prohibit me from reporting concerns, making lawful disclosures or communicating with any governmental authority about conduct I believe violates any laws or regulations. I also understand and acknowledge that nothing about the policies and procedures set forth in this Employee Handbook should be construed to interfere with any employee rights provided under state or federal law, including Section 7 of the National Labor Relations Act, including the right to communicate with others concerning wages, hours, benefits and other terms or conditions of employment; to self-organize, form, join or assist labor organizations; to bargain collectively with representatives of the employees' choosing; to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; or to refrain from engaging in such activities.

I further acknowledge that this Employee Handbook contains the Company's Equal Employment Opportunity policy and several policies prohibiting discrimination, harassment, sexual harassment, and retaliation. I agree to comply with these policies. I understand that if I feel I have been subject to discrimination, harassment, sexual harassment or retaliation, or if I am aware of such conduct, I should immediately report the matter to Human Resources or another designated member of management, my manager or supervisor, any other manager or supervisor of the Company, and/or as indicated in the complaint reporting procedures contained in the Employee Handbook.

I have read and understand the above statements.

Employee Signature

Date

Print Name