

[COMPANY]

2021

MODEL

EMPLOYEE HANDBOOK

Provided to the California Delivery Association (CDA) by Marron Lawyers (www.marronlaw.com). For further information, contact Paul Marron (pmarron@marronlaw.com) or Paul Arenas (paarenas@marronlaw.com); telephone: (562) 432-7422.

It is your responsibility and obligation to understand this Handbook and its policies. If you cannot understand English, it is your obligation to have it translated.

[RECOMMENDED OPTION:] Es su responsabilidad y obligación de comprender este manual y sus políticas. Si usted no puede entender Inglés, es su obligación hacer que sea traducido.

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DISCLAIMER:

This is a general document prepared for the California Delivery Association (CDA) and not customized for any particular company. As such, any recipient should not rely on this document as attorney client advice or as creating an attorney-client relationship that a client can rely on, nor consider it a final, complete or up to date manual that meets company's needs. You should not rely on this as a full and complete document.

In the highly complex sphere of employment and labor law, only company specific manuals should be used after consultation with legal counsel. Companies should engage legal counsel to review company's specific needs and prepare a final manual based on that review. The recipient should contact Marron Lawyers (www.marronlaw.com) and/or other legal counsel to confirm this manual is up to date and tailored to the particulars of company's needs.

This handbook should not be used without consultation with legal counsel. This handbook is not guaranteed to address all needed issues. The area of employment law is constantly changing and evolving and therefore any changes or alterations without consideration of the specific needs of the company will increase the risk of an inadequate manual.

Arbitration is not outlawed, but it is a highly complex legal issue. If you wish to include an arbitration agreement, please contact Nancy Droege at Marron Lawyers. She can be reached at (562) 432-7422

Employment laws are highly complex and cannot be addressed in this general document. This is not to be relied on or used until after consultation with counsel and cannot be used with any employees. This general document cannot address your specific independent contractor questions and cannot address the complex, and varied misclassification laws. This general document cannot serve as a Human Resources manual without careful in-depth review by an attorney. There is no attorney-client relationship created within this general document. This general document does not have any advice which is to be relied upon. Please contact Paul Arenas (parenas@marronlaw.com), or Alex Marx (amarx@marronlaw.com) to have this general manual tailored to your particular needs.

Arbitration Agreements

Arbitration is a cost-effective way to resolve disputes outside the courts. There is no arbitration agreement included in this handbook. Arbitration agreements are highly complex and there are many factors to consider when drafting an arbitration agreement. If you are interested in pursuing an arbitration agreement between your company and your employees, please contact Nancy Droege at Marron Lawyers. She can be reached at (562) 432-7422 or by email at ndroege@marronlaw.com

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2) will not disclose, or permit to be disclosed, any of the Information to any person or entity, absent written consent and approval from the Company;.....93

3) will not photocopy or duplicate, and will not permit any person to photocopy or duplicate, any of the Information without the Company's written consent and approval;93

4) will not make any use of Information for your own benefit or the benefit of any person or entity other than the Company;.....94

5) will return all Information to the Company immediately upon request for same; and94

6) will immediately contact the Company if any client or customer of the Company contacts you after the termination or resignation of your employment with the Company.94

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Introductory Policies

Introduction

In any organization, it is necessary to have written policies, procedures and general rules of behavior to serve as guidelines for all. It is also important to know what the ABC Company (the "Company") does for you. This Handbook explains what you may expect from the Company, as well as what will be expected of you. This Handbook replaces any and all earlier personnel handbooks, policies, procedures, benefit statements, rules, regulations, commitments, and Company practices, whether written, oral or established by practice. Individual written employment contracts may supersede some of the provisions of this Handbook.

This Handbook is designed to familiarize you with the Company's major policies and to answer common questions posed by employees. It cannot, however, anticipate every situation or answer every question about your employment. It is a summary of the Company's personnel policies, benefits and work rules. If you have any questions about the Company's policies and practices that are not answered by this Handbook, you should ask your supervisor or [REDACTED].

Circumstances will obviously require that the policies, practices and benefits described in the Handbook change from time to time. The Company has the right to amend, modify, rescind, delete, supplement or add to the provisions of Any such changes can be made only by way of official updates to this Handbook and/or by a writing signed by the [REDACTED].

It is your responsibility and obligation to understand this Handbook and its policies. If you cannot understand English, it is your obligation to have it translated. In consideration for your employment with the Company and your eligibility for future increases in salary and benefits, you must agree (a) to become familiar with this Handbook's terms; and (b) if you do not understand any provision of the Handbook, you must discuss the provision with [REDACTED] within five (5) days from signing the Receipt and Acknowledgment.

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Terms of Employment

Due to the nature of the Company's business, its customers and other needs, the employment relationship is, and is intended to be, at will. This Handbook contains the entire agreement between you and the Company as to the duration of your employment and the circumstances under which your employment may be terminated. Nothing contained in this or any other materials generated by the Company or its employees, or any statement made by any employee of the Company, shall require the Company to have "just" or "good cause" to terminate the employment relationship or to change the terms and conditions of your employment. Notwithstanding any disciplinary procedures or Company rules or regulations, either you or the Company may terminate the employment relationship at any time, for any reason, with or without cause or prior notice. Further, the Company can demote, transfer, suspend or otherwise discipline an employee in its sole and absolute discretion. Nothing in this Handbook, or any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued or indefinite employment or employment for a specific term, in a specific position, or at a specific rate of pay.

Even if another provision in this Employee Handbook or any other document seems to provide for continued employment or an exception to this at-will rule, this provision for at-will employment shall control. Indeed, if necessary to ensure that at-will employment, without exception, controls the employment relationship, this provision will be considered to invalidate any such contrary term, provision or agreement. As such, there will be no agreement, express or implied, between you and the Company for any specific period of employment, for continuing or long-term employment, or for employment under certain conditions, unless it is in writing, signed by _____.

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Starting The Employment Relationship

Employment Applications

The Company relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented and gathered during the employment process. Any misrepresentation, falsification or material omission may result in the Company's exclusion of the applicant from further consideration for employment or, if the person has been hired, termination of employment.

Physical Examinations

An applicant for employment may be required to take a job-related, pre-employment physical examination after receiving an offer of employment and before beginning his or her first day of work. In such a case, the offer of employment is contingent upon the applicant's successful completion of the physical examination.

The Company may require a blood test, urinalysis, or other drug/alcohol screening as part of the pre-employment physical examination. Consent to submit to such a test is required as a condition of employment and an applicant's refusal to consent shall result in the denial of employment.

Any physical examination required by the Company is provided by the Company at no cost to an applicant.

Reference Checks

To ensure that individuals joining the Company are well qualified and have the potential to be productive and successful, the Company will check the employment references of all applicants. Every offer of employment is contingent upon the appropriate completion of a reference check.

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No references will be given concerning any present or past employee of the Company unless the Company has received a written request for such a reference. Only _____ may respond to a request for a reference. Such response will only confirm the dates of employment and position held, and will be in writing. If an employee has given written authorization, the Company will also provide information on the amount of salary or wages earned by the employee.

Background Checks and Consumer Reports

The Company may require your consent to obtain a consumer report on you in connection with your initial application for employment, your application for a new position in the Company, or an investigation into possible wrongful conduct by you. A consumer report may contain information regarding your character, general reputation, personal characteristics, or mode of living. The Company will use this information for employment purposes only. The Company may also obtain a consumer credit report for managerial positions, or where the job sought has regular access to personal information, where the employee is a signatory on a bank account, or where the employee has access to trade secret information or handles more than \$10,000 in cash.

Refusal to authorize the obtaining of a consumer report by the Company may be the basis for denial of employment or other adverse employment action. The contents of the consumer report may also be the basis for denial of employment, denial of a particular job position, or other adverse employment action. You will be advised if the Company elects to take adverse employment action against you based in whole or in part on a consumer report.

Social Security Verification

[IF EMPLOYER ALREADY USES THE SOCIAL SECURITY NUMBER VERIFICATION SERVICE, THEN THIS POLICY IS MANDATORY; IF NOT, THIS IS OPTIONAL]

The Company wants to ensure that all employees' Social Security contributions are properly being reported, so that employees can use that benefit in the future. To that end, the Company subscribes to the Social Security Number Verification Service provided by the United States Social Security Administration.

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Consistent with that service, the Company will verify all newly-hired employees' Social Security numbers electronically with the government.

If, for some reason, the information you provided the Company does not match the Social Security Administration's records, the Company will provide you with the Social Security information that you provided the Company. You should check to see if this information matches the name and Social Security number on your Social Security card. If it does not match, please provide the Company with the exact information as it is shown on your Social Security card.

If the information above matches your card, please check with any local Social Security office to resolve the issue. You may go to www.ssa.gov or call 1-800-772-1213 to find the office nearest you. In this circumstance, the Company will provide you with a reasonable amount of time to resolve the discrepancy. Failure to resolve the discrepancy may result in discipline, up to and including termination.

Immigration Law Compliance

The Company is committed to full compliance with the federal immigration laws. Therefore, the Company is required to verify the identity and legal ability to work of all individuals before they can begin work. In keeping with this obligation, each applicant must produce documentation that shows his or her identity and legal authority to work. Each applicant must also attest to his or her legal authority to work and identity on an I-9 Form provided by the federal government. This verification form will be distributed by the Company and must be completed as soon as possible after an offer of employment is made. In no event can the form be completed and returned to the Company more than three (3) business days after an individual is hired.

Notwithstanding this policy, under no circumstances will the Company retaliate against any employee by contacting immigration authorities using E-verify, or asking for additional or different documentation when not required.

If an employee has provided right-to-work documentation that has an expiration date, updated documentation must be given to the Company before this expiration date.

All offers of hire and continued employment are conditioned on furnishing satisfactory evidence of identity and legal authority to work in the United States.

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No Match Letters

The Company has taken reasonable steps to ensure that it is only employing persons authorized to work in the United States. To that end, if the Company receives a "No Match" letter – a letter from the Social Security Administration advising the Company that an employee's name does not match their Social Security Number – the Company will take the following reasonable steps to ensure that this discrepancy is corrected.

Recognizing that mistakes are sometimes made, such as data entry errors or that employee names may change due to marriage, divorce, or other legal name change, the first step in this policy shall be for the Company to provide an affected employee with a copy of the Social Security Administration's "No Match" letter. The Company will request that the affected employee(s) verify that the name and number on the document matches his/her Social Security number and legal name. The Company will not and does not ask the employee to again produce his/her documents authorizing him/her to work in the United States. If a data entry error occurred, then the Company will correct the error.

However, if the issue is not a data entry error, the Company will provide the affected employee with 30 days to resolve any inaccuracy or discrepancy with the Social Security Administration.

The affected employee(s) will be required to present proof from the Social Security Administration that he/she has resolved the inaccuracy or discrepancy ("Proof"). The Company shall have the sole discretion to determine whether the Proof resolved the issue.

If an employee requires more than 30 days to obtain Proof that he/she has resolved the inaccuracy or discrepancy, the Company may – in its sole discretion – provide the employee with additional time. However, in no event will any employee be provided more than 60 total days from the date the employee receives the "No Match" letter to obtain Proof.

If an employee fails to provide Proof within the applicable time period, the Company will consider that it has constructive notice of the employee's failure to have a proper, matching Social Security number and is currently subjecting the Company to possible fines by the Internal Revenue Service because of the employee's failure to provide a matching Social Security number. The Company reserves the right to terminate any employee who cannot timely provide Proof.

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Of course, nothing in this policy shall alter an employee's "at-will" status – even if the employee is currently attempting to obtain Proof.

At-Will Employment Status

The Company personnel are employed on an at-will basis. Employment at-will means that the employment relationship may be terminated, with or without cause and with or without advance notice at any time by the employee or the Company. Nothing in this handbook shall limit the right to terminate at-will employment.

No manager, supervisor, or employee of the Company has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the [REDACTED] of The Company has the authority to make any such agreement, which is binding only if it is in writing.

Nothing in this at-will statement is intended to interfere with an employee's rights to communicate or work with others toward altering the terms and conditions of their employment.

Right to Revise

This employee handbook contains the employment policies and practices of THE COMPANY in effect at the time of publication. All previously issued handbooks and any inconsistent policy statements or memoranda are superseded.

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 at any time, except for the policy of at-will employment.

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

This handbook contains the entire agreement between you and the Company as to the duration of employment and the circumstances under which employment may be

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terminated. Nothing in this employee handbook or any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

Nothing in this statement is intended to interfere with your right to communicate or work with others toward altering the terms and conditions of your employment, such as communications regarding wages, scheduling or other terms or conditions of employment.

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Discrimination And Harassment

The Company is an equal opportunity employer. The Company is committed to providing a work environment free of harassment, discrimination, retaliation, and disrespectful or other unprofessional conduct based on:

- Race (including protective hairstyles which include but are not limited to, braids, locks, and twists)
- Religion (including religious dress and grooming practices)
- Color
- Sex/gender (including pregnancy, childbirth, breastfeeding or related medical conditions), sex stereotype, gender identity/gender expression/transgender (including whether or not you are transitioning or have transitioned) and sexual orientation
 - “Gender Expression” means a person’s gender-related appearance or behavior, whether or not stereotypically associated with the person’s sex at birth.
 - “Gender identity” means a person’s identification as male, female, a gender different from the person’s sex at birth, or transgender.
 - “Sex” includes, but is not limited to, pregnancy; childbirth; medical conditions related to pregnancy, childbirth, breastfeeding, gender identity; and gender expression.
 - “Transgender” is a general term referring to a person whose gender identity differs from the person’s sex at birth. A transgender person may or may not have a gender expression different from social expectations of the sex assigned at birth. A transgender person may or may not identify as “trans sexual.”
- National origin
- Ancestry
- Physical or mental disability
- Medical condition
- Genetic information/characteristics
- Marital status/registered domestic partner status
- Age (40 and over)
- Sexual orientation
- Military or veteran status
- Any other basis protected by federal, state or local law or ordinance or regulation

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The Company also prohibits discrimination, harassment, disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics.

In addition, the Company prohibits retaliation against individuals who raise complaints of discrimination or harassment or who participate in workplace investigations.

All such conduct violates Company policy.

Harassment Prevention

The Company's policy prohibiting harassment applies to all persons involved in the operation of the Company. The Company prohibits harassment, disrespectful or unprofessional conduct by any employee of the Company, including supervisors, managers and co-workers. The Company's anti-harassment policy also applies to vendors, customers, independent contractors, unpaid interns, volunteers, persons providing services pursuant to a contract and other persons with whom you come into contact while working.

Prohibited harassment, disrespectful or unprofessional conduct includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, comments, posts or messages;
- Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests or sexual advances as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors;
- Retaliation for reporting or threatening to report harassment; and
- Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law or by company policy.

In addition, sexual harassment is defined by the regulations of the Fair Employment and Housing Commission as unwanted sexual advances, or visual, verbal or physical conduct of a

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sexual nature. Sexual harassment includes gender harassment and harassment on the basis of pregnancy, childbirth or related medical conditions, and also includes sexual harassment of an employee of the same gender as the harasser. This includes, but is not limited to, the following types of offensive behavior:

- Unwanted sexual advances;
- Offering employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct, including leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons or posters;
- Verbal conduct, including making or using derogatory comments, epithets, slurs, and jokes;
- Verbal sexual advances or propositions;
- Verbal abuse of a sexual, racial or other prohibited nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, emails, texts, notes or invitations;
- Physical conduct, including touching, assault, impeding or blocking movements; and
- Using nicknames or terms of endearment with a racial, sexual or other prohibited connotation.

Examples of sexual harassment include (a) an employee being fired or denied a job or an employment benefit because the employee refused to grant sexual favors or because he or she complained about the harassment; (b) an employee reasonably quitting his or her job to escape harassment; or (c) an employee being exposed to a hostile work environment. Conduct need not be motivated by sexual desire to be considered sexual harassment.

Managers and supervisors are prohibited from providing favorable treatment to employees with whom they are involved in a consensual sexual relationship. Employees may also be personally liable for their own 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 his/her gender can amount to sexual harassment, regardless of whether the treatment is motivated by sexual desire.

Prohibited harassment is not just sexual harassment but harassment based on any protected category.

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Non-Discrimination

The Company is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in Company operations. The Company prohibits unlawful discrimination against any job applicant, employee or unpaid intern by any employee of the Company, including supervisors and coworkers.

Pay discrimination between employees of the opposite sex or between employees of another race or ethnicity performing substantially similar work, as defined by the California Fair Pay Act and federal law, is prohibited. Pay differentials may be valid in certain situations defined by law. Employees will not be retaliated against for inquiring about or discussing wages. However, THE COMPANY is not obligated to disclose the wages of other employees.

Anti-Retaliation

The Company will not retaliate against you for filing a complaint or participating in any workplace investigation or complaint process, and will not tolerate or permit retaliation by management, employees or co-workers.

Complaint Process and Investigation Procedure

Regardless of whether the action occurred on or off Company premises, if you believe that you have been discriminated against or you have been harassed by a co-worker, supervisor, agent, vendor or customer or other third parties or visitors; have witnessed possible discrimination and/or harassment; or if you believe that the Company or another employee has violated any applicable law in the conduct of the Company's business, you have a duty to immediately bring the incident(s) to the attention of [REDACTED]. If you do not feel that the matter can be discussed with your [REDACTED], you should contact an Officer of the Company and arrange for a meeting. Any supervisory or managerial employee who receives such a complaint must promptly report it to [REDACTED]. If you do not feel comfortable going to [REDACTED], you may also report your complaint of harassment to [REDACTED] [e.g., another person, hotline, etc.].

The description of the incident(s) can be given verbally or in writing.

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The matter will be thoroughly investigated, with confidentiality maintained to the extent possible. We will track and document all steps in the investigation process. After reviewing the evidence, a determination will be made concerning whether reasonable grounds exist to believe that discrimination, harassment and/or a violation of law has occurred. It is the obligation of all employees to cooperate fully in the investigation process. The persons involved will be advised of the determination if appropriate.

The Company will take action to deter any future discrimination, harassment and/or violation of law. The Company considers any discrimination, harassment, and/or violation of law to be a serious offense which can result in disciplinary action for the offender, up to and including discharge. In addition, disciplinary action will be taken against any employee who attempts to discourage or prevent another employee from bringing discrimination, harassment and/or a violation of law to the attention of management.

The Company wants to assure all of its employees that measures will be undertaken to protect those who complain about discrimination, harassment and/or a violation of law from any coercion, intimidation, or retaliation due to their reporting an incident or participating in an investigation or proceeding concerning such an incident. The Company will provide appropriate options for remedial actions and resolution when warranted, and will provide a prompt response to any complaint.

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, discrimination and retaliation in employment. If you think you have been harassed or discriminated against or that you have been retaliated against for resisting, complaining or participating in an investigation, you may file a complaint with the appropriate agency. The nearest office can be found by visiting the agency websites at www.dfeh.ca.gov and www.eeoc.gov.

When the Company receives allegations of misconduct, it will immediately undertake a fair, timely, thorough and objective investigation of the allegations in accordance with all legal requirements. The Company will reach reasonable conclusions based on the evidence collected.

The Company will maintain confidentiality to the extent possible. However, the Company cannot promise complete confidentiality. The employer's duty to investigate and take corrective action may require the disclosure of information to individuals with a need to know.

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Complaints will be:

- Responded to in a timely manner
- Kept confidential to the extent possible
- Investigated impartially by qualified personnel in a timely manner
- Documented and tracked for reasonable progress
- Given appropriate options for remedial action and resolution
- Closed in a timely manner

If the Company determines that harassment, discrimination, retaliation or other prohibited conduct has occurred; appropriate and effective corrective and remedial action will be taken in accordance with the circumstances involved. The Company also will take appropriate action to deter future misconduct.

Any employee determined by the Company to be responsible for harassment, discrimination, retaliation or other prohibited conduct will be subject to appropriate disciplinary action, up to, and including termination. Employees should also know that if they engage in unlawful harassment, they can be held personally liable for the misconduct.

Whistleblower Protection

The Company received/receives funds as part of the American Recovery and Reinvestment Act and wants to make sure that these funds are being properly used. Consequently, if you become aware of:

- Mismanagement of a government contract or grant;
- Gross waste of government funds;
- A substantial and specific danger to public health or safety as related to the use of government funds;
- An abuse of authority related to the use of government funds;
- A violation of law, rule, or regulation related to a government contract or grant;

you should immediately bring this information to the attention of [REDACTED]. The Company will immediately investigate into this issue and will inform you of the results of the investigation.

The Company will not retaliate against you for bringing these issues to its attention.

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Manager Training

As part of the Company's commitment to provide a harassment free workplace, the Company provides and requires training for all managers and supervisors on sexual, racial, ethnic, national origin, mental status, age, gender identity, disability, pregnancy, medical condition, genetic characterizing, or any other, and all other forms of prohibited harassment, including training on abusive conduct and bullying, at least once every two (2) years. While it is nearly impossible to prevent all employee conflict in any business, we believe that training our management staff how to recognize and prevent harassment goes a long way to eliminating it in our workplace altogether.

Violations of Law

The Company is strongly committed to the concept of good business citizenship. We want to obey the law, and we expect our employees to do the same.

Equal Access to Services for Customers

It is the policy of the Company to make its products and services equally available and accessible to all customers no matter what their sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language or immigration status. The accommodations, advantages, facilities, privileges, and services of the Company shall be made available on a full and equal basis without regard to the characteristics referenced above. The Company will allow, consistent with any obligations under applicable law, customers to utilize a service animal consistent with the Service Animal Policy contained in this Handbook, to allow for access to the facilities and services offered by the Company. The Company's policy is to comply with all applicable obligations of the California Disabled Persons Act and Americans with Disabilities Act.

Life-Threatening Diseases

The Company is committed to keeping your work environment healthy and safe. Therefore if you or another employee has or contracts a life-threatening disease:

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- The Company will treat life-threatening diseases the same as any other disease in terms of all employee policies and benefits;
- If you have or contract a life-threatening disease, you will be allowed to keep working as long as: (a) you can meet the Company's performance standards, with or without reasonable accommodation, and (b) your illness does not actually endanger the health or safety of other employees; and
- You may not refuse to work because you are afraid of contracting a non-contagious life-threatening disease from a co-worker. Harassment or discrimination directed at an employee with a life-threatening disease is strictly prohibited. Employees who refuse to work with or who harass or discriminate against any employee with a life-threatening disease are subject to discipline, up to and including termination.

For purposes of this policy, "life-threatening disease" includes, but is not limited to, cancer, heart disease, AIDS, and other diseases of a severely degenerative nature.

An employee's medical history and other medical information are confidential. Disclosure of employee medical information is restricted to those situations where a manager or supervisor has a job-related reason to know it. Any employee who discloses another employee's medical information without proper authorization or who utilizes such information for an improper purpose will be subject to discipline, up to and including termination.

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Reasonable Accommodations

Discrimination can also include failing to reasonably accommodate religious practices of qualified individuals with disabilities where the accommodation does not pose an undue hardship.

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

Any job applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a Company representative with day-to-day personnel responsibilities and discuss the need for an accommodation. The Company will engage in an interactive process with the employee to identify possible accommodations, if any, that will help the applicant or employee perform the job. An applicant, employee or unpaid intern who requires an accommodation of a religious belief or practice (including religious dress and grooming practices, such as religious clothing or hairstyles) should also contact a Company representative with day-to-day personnel responsibilities and discuss the need for an accommodation. If the accommodation is reasonable and will not impose an undue hardship, the Company will make the accommodation.

The Company will not retaliate against you for requesting a reasonable accommodation and will not knowingly tolerate or permit retaliation by management, employees or co-workers.

Disability Accommodation

The Company will make reasonable accommodations for the known physical or mental disabilities of an otherwise qualified applicant for employment or employee, unless undue hardship would result. Any applicant or employee who requires accommodation in order to perform the essential functions of a job should contact [REDACTED]. The applicant or employee should advise the Company what accommodations he or she believes are needed in order to perform the job. Together with the applicant or employee, the Company will engage in an interactive process to determine effective, reasonable accommodations, if any. If such an accommodation is possible and will not impose undue hardship upon the Company, the Company will make the accommodation. The Company will not

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accommodate an employee if the accommodation would constitute a direct threat to the employee's safety or the safety of other employees. The Company is not required to accommodate an employee if the requested accommodation requires the use of medicinal marijuana.

The Company also reserves its right to require an employee to undergo a fitness-for-duty medical examination, at the Company's expense, if the Company believes or suspects that the employee may not be able to perform the essential duties of the job or may not be able to perform the essential duties of the job without risk of harm to him/herself or others. In such an instance, the Company will so advise the employee, in writing, of the need for the examination. Depending on the situation, the Company reserves the right to suspend employment pending the results of the examination.

Pregnancy Accommodation

A pregnant employee may request a reasonable accommodation of her condition upon presentation of a doctor's written certification attesting that the accommodation request is upon the doctor's advice. Such an accommodation may include, but is not limited to, a transfer to a less strenuous or hazardous position, or additional time off beyond the Pregnancy Disability Leave. If such a transfer can be reasonably accommodated, a pregnant employee will be transferred for the duration of her pregnancy. However, the Company will not undertake to create additional employment that the Company would not otherwise have created to meet its own business needs, nor will the Company be required to discharge any employee, transfer any employee with more seniority than the pregnant employee, or to promote any employee who is not qualified to perform the job. Upon transfer, an employee will receive the salary and benefits which are regularly provided to employees in the position to which the employee has transferred.

Lactation Accommodation

Employees who wish to express breast milk at work may request a reasonable accommodation to do so, which may include increased break time and privacy. Employees may use their paid ten minute rest breaks and, if additional time is needed, it will be provided but unpaid.

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Service Animals

Because we are open to the general public, federal and state laws require that our disabled patrons be able to make use of a service animal to assist them in using our facilities. According to recent changes in the law, a service animal may only be a dog or, under very limited circumstances, a specially trained miniature horse. However, these service animals need NOT have a yellow or other distinguishing vest identifying them as a service animal; they may appear like any other animal. To be a service animal, the patron need only identify the dog as a service animal. You should not question the patron about the legitimacy of the service animal or how the animal is of use to the patron; it is sufficient that the patron calls the animal a service animal. Based on that alone, you should allow the patron access with the dog.

If you have a concern about the animal, or if the animal becomes disruptive in anyway or causes a problem with any other guests, alert your manager immediately.

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Employee Status

Regular Full-Time Employees

Regular full-time employees are those who are scheduled for and do work 40 hours per week. Regular full-time employees are eligible for most employee benefits described in this handbook. Benefit eligibility may depend on length of continuous service. Benefit eligibility requirements may also be imposed by the plans themselves or by law.

Part-Time Employees

Part-time employees are those who are scheduled for and do work fewer than 40 hours per week. Part-time employees may be assigned a work schedule in advance or may work on an as-needed basis. Part-time employees are eligible for the following THE COMPANY benefits: [OPTION 1: They are eligible for some Company-sponsored benefits as provided in this handbook.] [OPTION 2: They are only eligible for legally required benefits, including sick leave.] [OPTION 3: Employees who are regularly scheduled to work thirty (30) or more hours of work are eligible for health insurance benefits, however, they are only eligible for other employer sponsored benefits if they work ____ (___) hours.]

Temporary or Seasonal Employees

Those employees who are hired to work on a temporary or seasonal basis, or for the completion of a specific task or project, are deemed to be either temporary or seasonal employees. A temporary or seasonal employee will not automatically change to another status merely by working in excess of the time expected or designated; a change in status, if any, will be recorded in writing. Regardless of hours worked, temporary employees are only eligible for statutorily mandated benefits, including sick leave.

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Non-Exempt Employees

Those employees who are subject to the provisions of federal and state law requiring the payment of overtime are deemed to be non-exempt.

Exempt Employees

Those employees who are not subject to the provisions of federal and state law requiring the payment of overtime are deemed to be exempt. Exempt employees include salaried professional, executive and administrative employees. Certain computer programmer personnel and sales employees may also be exempt.

You will be advised of your employee status at the time of hire, promotion or transfer. A change in circumstances (e.g., greater number of hours worked) will not result in a change of status to a position with greater benefits unless the employee is specifically notified of such a status change in writing. Since all employees are hired for an unspecified duration, assignment to any of these classifications does not guarantee employment for any specific length of time. Regardless of classification, employment is at the mutual consent of you and the Company. Accordingly, either you or the Company can terminate the employment relationship at will, at any time, with or without cause or notice.

New Hires

The first (DAYS) of continuous employment at the Company is considered an introductory period. During this time, you will learn your responsibilities, get acquainted with fellow employees and determine whether or not you are happy with your job. Your supervisor will closely monitor your performance.

Completion of the introductory period does not entitle you to remain employed by the Company for any definite period of time. Your status as an at-will employee does not change. The employment relationship may be terminated with or without cause and with or without advance notice, at any time by you or the Company.

Independent Contractors

An independent contractor is any person who is classified by the Company as such, as evidenced by the Company's failure to withhold taxes from his or her compensation.

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Independent contractors are not employees of the Company. Even if the person is later reclassified by an action of a court or administrative agency as an employee of the Company, he or she is not eligible for any Company-sponsored benefits on a retroactive basis.

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Leaves Of Absence

Rules Regarding All Leaves

Non-Retaliation

No action will be taken against any employee in any manner for requesting or taking any of the leaves of absence provided for in this Section of the Handbook.

Accrual of Benefits While on Leave of Absence

Vacation days, holidays and sick leave do not accrue during any period of a leave of absence, except that an employee returning from a military or bone marrow/organ donation [15+ Employees] leave of absence will be reinstated with full benefits.

Legal Eligibility

For all leaves except industrial medical leaves, bereavement leave, and personal leaves of absence, employees should have no expectation that a leave is available to them unless both the Company and the employee meet the eligibility criteria stated by law. For example, simply because the Company lists a Pregnancy Disability Leave policy, employees are not eligible for such a leave unless the Company employs five (5) or more employees.

Working Elsewhere While on a Leave of Absence

Employees cannot be employed elsewhere or apply for unemployment benefits while on leave.

Failure to Return After a Leave of Absence

Failure to return from leave of absence by the scheduled time may result in termination.

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Following a Leave

An employee who returns to work following a leave of absence resulting from an injury or illness may be required to take a physical examination to: (1) determine if the employee is an "individual with a disability" for purposes of the Americans with Disabilities Act and any other applicable federal or state law; (2) to determine if the employee can perform the essential functions of the job to which he or she is returning with or without reasonable accommodation and without posing a direct threat to the health or safety of others; and (3) to identify an effective accommodation that would enable the employee to perform the essential functions of the job. Any physical examination required by the Company is provided by the Company at no cost to an employee.

Pregnancy Disability Leave Five or More Employees

If you are pregnant, have a related medical condition, or are recovering from childbirth, please review this policy. Any employee planning to take pregnancy disability leave should advise the personnel department as early as possible.

Request for Leave

No employee shall be granted a pregnancy disability leave unless she submits a written request for pregnancy leave, and, in addition, furnishes a doctor's written certification stating the beginning date and length of such leave. Written updates may be requested from time to time thereafter. Failure to provide the above information is grounds for denial of a pregnancy disability leave of absence.

The Company will also reasonably accommodate medical needs related to pregnancy, childbirth, or related conditions or temporarily transfer you to a less strenuous or hazardous position (where one is available) or duties if medically needed because of your pregnancy.

Employees who need to take pregnancy disability must inform The Company when a leave is expected to begin and how long it will likely last. If the need for a leave, reasonable accommodation, or transfer is foreseeable (such as the expected birth of a child or a planned medical treatment for yourself), employees must provide at least 30 days advance notice before the pregnancy disability leave, or transfer is to begin. Employees must consult with the personnel manager regarding the scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the Company. Any such

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scheduling is subject to the approval of the employee's health care provider.

For emergencies or events that are unforeseeable, we need you to notify the Company, at least verbally, as soon as practical after you learn of the need for the leave; Failure to comply with these notice requirements may result in delay of leave, reasonable accommodation, or transfer.

Pregnancy leave usually begins when ordered by the employee's physician. The employee must provide the Company with a written certification from a health care provider for need of PDL, reasonable accommodation or transfer. The certification must be returned no later than 15 calendar days after it is requested by the Company. Failure to do so may, in some circumstances, delay PDL leave, reasonable accommodation or transfer. Please see the personnel department for a medical certification form to give to your health provider.

Use of Vacation and Sick Leave

An employee who takes a pregnancy disability leave [OPTION: may/must] use accrued sick leave pay and may use accrued vacation pay.

Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed. Leave may be taken in increments of [OPTION: Shortest period of time used to account for absence (e.g., 15 min., 30 min, one hr.) _____].

If intermittent leave or leave on a reduced work schedule is medically advisable the employee may, in some instances, be required to transfer temporarily to an available alternative position that meets the employee's needs. The alternative position need not consist of equivalent duties but must have the equivalent rate of pay and benefits. The employee must be qualified for the position. The position must better accommodate the employee's leave requirements than their regular job. Transfer to an alternative position can include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work schedule.

Length of Leave

Duration of pregnancy disability leave will be determined by the advice of the employee's physician, but employees disabled by pregnancy may take up to four months of leave per pregnancy (the working days you normally would work in one-third of a year or 17 1/3 weeks).

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Part-time employees are entitled to leave on a pro rata basis. The four months of leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care, doctor-ordered bed rest, as well as other reasons. Your healthcare provider determines how much time you need for your disability.

Health Insurance During Leave

Employees on pregnancy disability leave will be allowed to continue to participate in group health insurance coverage for up to a maximum of four months of disability leave (if such insurance was provided before the leave was taken) at the level and under the conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. In some instances, an employer can recover from an employee premium paid to maintain health coverage if the employee fails to return following pregnancy disability leave. PDL may impact other benefits or a seniority date. Please contact the personnel department for more information.

Return from Leave

An employee returning from a pregnancy disability leave of absence must furnish a doctor's written certification of her fitness to perform the essential functions of her job, with or without reasonable accommodation.

Upon submission of a medical certification that an employee is able to return to work from a pregnancy disability leave, an employee will be reinstated to their same position held at the time the leave began or, in certain instances, to a comparable position, if available. There are limited exceptions to this policy. An employee returning from a pregnancy disability leave has no greater right to reinstatement than if the employee had been continuously employed.

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Organ and Bone Marrow Donor Leave

[15+ Employees]

An employee will be granted a leave of absence due to their donation of an organ or bone marrow to another person. Employees must be employed for at least a 90-day period immediately preceding the beginning of leave.

Request for Leave

No employee shall be granted an organ or bone marrow leave unless he/she submits a written request for leave stating that s/he is an organ or bone marrow donor and showing a medical necessity for the donation of the organ or bone marrow. Failure to provide the above information is grounds for denial of this leave of absence.

Length of Leave

Leave time due to organ donation may not exceed sixty (60) days off in any 12-month period, commencing with the first day on which any such leave is taken.

Leave time due to bone marrow donation may not exceed five (5) days off in any 12-month period, commencing with the first day on which any such leave is taken.

Compensation and Benefits

Bone marrow donor leave is with pay. Organ donor leave is with pay up to thirty (30) days. As such, employees will be paid their usual and customary salary/daily rate while on such leave.

Time spent on an organ or bone marrow donor leave will not constitute a break in service for any reason. To the extent an employee receives benefits under a group health plan benefits, the Company will continue to pay the premium for the employee's health insurance that the Company would have paid but for the employee's leave.

Leave taken for the purpose of organ or bone marrow donation is not leave for the purpose of family medical leave under the federal Family and Medical Leave Act or the state California Family Rights Act.

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Use of Vacation and Sick Leave

The Company requires employees taking leave to donate bone marrow to use no more than five days of earned but unused sick or vacation leave. The Company requires employees taking leave to donate an organ to use no more than two weeks of earned but unused sick or vacation leave.

Once a Donor has exhausted the required paid sick, PTO and/or vacation leave, the employee will be paid for the remaining leave of absence, if additional leave is needed, up to the maximum allowed by law.

Return from Leave

Upon return from such a leave of absence, the Company will use its best efforts to return the employee to the same position held prior to the leave of absence. If this position is not available, a comparable position will be offered.

Family and Medical Care Leave

Eligibility

California's California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA) provide up to 12 workweeks of unpaid family/medical leave within a 12-month period, under the following conditions:

- You have been employed with the Company for a total of at least 12 months prior to the commencement of leave. The 12 months of employment must have accumulated within the previous seven years (certain exceptions apply) (FMLA/CFRA);
- You have worked at least 1,250 hours during the previous 12-month period before the need for leave* (FMLA/CFRA); and
- You are employed at a work site where there are 50 or more employees within a 75-mile radius. (FMLA only)
- Your employer has 5 or more employees. (CFRA only)

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*Special hours of service eligibility requirements apply to airline flight crew employees.

Reasons for Leave

- The birth of your child, or placement of a child with you for adoption or foster care (FMLA/CFRA);
- Incapacity due to pregnancy, prenatal medical care or child birth (FMLA only);
- Your serious health condition that makes you unable to perform your job (FMLA/CFRA);
- To care for your spouse, child or parent who has a serious health condition (FMLA/CFRA);
- To care for your grandparent, grandchild, sibling, or registered domestic partner (CFRA only). For additional information about eligibility for family/medical leave, contact

Military Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement for certain qualifying exigencies*. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

Eligible employees may also take a special leave entitlement of up to 26 weeks of leave during a single 12-month period to care for a covered servicemember. (FMLA/CFRA for 12 weeks if the care provider is eligible for both, followed by 14 weeks of (FMLA only), or 26 weeks of FMLA only if leave is not CFRA covered leave). A covered servicemember is either:

A current member of the Armed forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness**; or

A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

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* CFRA leave may be used for a "qualifying exigency" related to the covered active duty or call to covered active duty of an employee's domestic partner.

**The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are different from the FMLA definition of "serious health condition."

Pregnancy, Childbirth or Related Conditions and Baby Bonding

Leave because of a disability for pregnancy, childbirth or related medical condition is not counted as time used under California law (CFRA). However, time off because of pregnancy disability, childbirth or related medical condition does count as family and medical leave under federal law (FMLA). Employees who take time off for pregnancy disability and who are eligible for FMLA will be placed on FMLA that runs at the same time as their pregnancy disability leave (PDL).

Once the pregnant employee is no longer disabled, or once the employee has exhausted PDL and has given birth, the employee may apply for leave under the CFRA, for purposes of baby bonding. *

Any leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period of time. CFRA leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. However, the Company will grant a request for a CFRA leave (for birth/placement of a child) of less than two weeks' duration on any two occasions. The Company may also grant additional requests for leave lasting less than two weeks at its discretion. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

Length of Leave

Leave time due to child bonding, a serious health condition (other than a servicemember's serious health condition), or a qualifying exigency may not exceed twelve (12) weeks off in any 12-month period, commencing with the first day on which any family and medical care leave is taken.

Leave time due to a "servicemember's serious health condition" may not exceed twenty-six (26) weeks off in any 12-month period, commencing with the first day on which any such leave is taken. A family and medical care leave may be taken in addition to any leave of

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absence that an employee may be entitled to on account of a disability resulting from pregnancy disability.

Thus, for example, an eligible employee may, during the single 12-month period take sixteen (16) weeks of leave to care for a covered servicemember and ten (10) weeks of leave to care for a newborn child. However, the employee may not take more than twelve (12) weeks of leave to care for the newborn child during the single 12-month period even if the employee takes fewer than fourteen (14) weeks of FMLA leave to care for a covered servicemember.

Each instance of leave time due to a short-notice "qualifying exigency" may not exceed seven (7) calendar days off. Each instance of leave time due to a rest and relaxation qualifying exigency may not exceed five (5) calendar days. Each instance of leave time due to any additional activity to which the Company and employee agree is a qualifying exigency may not exceed the time agreed to by the Company and employee.

A family and medical care leave may be taken in addition to any leave of absence to which an employee may be entitled on account of a disability resulting from pregnancy disability.

No more than a combined total of twenty-six (26) weeks of family and medical care leave in a 12-month period will be granted to a husband and wife who both work for the Company during which the leave is taken on account of the birth of a child, for placement of a child by adoption or for foster care, to care for a child, spouse or parent with a serious health condition, or to care for a covered servicemember with a serious injury or illness.

If the leave is required due to a planned medical treatment, the employee must make a reasonable effort to schedule the treatment to avoid disruption of the Company's operations.

Request for Leave

No leave will be granted to an employee unless he or she submits a written request for a family and medical care leave stating the beginning date and length of such leave. If the employee's need for family or medical care leave is foreseeable, the employee must provide the Company with reasonable advance notice of the need for the leave. Written updates may be required from time to time thereafter. Failure to comply with these requirements is grounds for denial of a family or medical care leave.

Please contact [REDACTED] as soon as you realize the need for family/medical

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leave. If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for your serious health condition or that of a family member, you must notify the Company at least 30 days before leave is to begin. You must consult with your supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the Company. Any such scheduling is subject to the approval of your health care provider or the health care provider of your child, parent, or spouse.

If you cannot provide 30 days' notice, the Company must be informed as soon as is practical.

If the FMLA/CFRA request is made because of your own serious health condition, the Company may require, at its expense, a second opinion from a health care provider that the Company chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the Company.

If the second opinion differs from the first opinion, the Company may require you, at the Company's expense, to obtain the opinion of a third health care provider designated or approved jointly by you and the employer. The opinion of the third health care provider shall be considered final and binding on you and the Company.

Certification

The Company requires you to provide certification. You will have 15 calendar days from the Company's request for certification to provide it to the Company, unless it is not practicable to do so. The Company may require recertification from the health care provider if you request additional leave upon expiration of the time period in the original certification. *(For example, if you need two weeks of family and medical leave, but following the two weeks you need intermittent leave, a new medical certification will be requested and required.)* If the employee does not provide medical certification in a timely manner to substantiate the need for family and medical leave, the Company may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered family and medical leave.

If the leave is needed to care for a sick child, spouse, or parent, you must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition;

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- Estimated amount of time for care by the health care provider; and
- Confirmation that the serious health condition warrants your participation.

When both parents are employed by the Company and request simultaneous leave for the birth or placement for adoption or foster care of a child, the Company will not grant more than a total of 12 workweeks family/medical leave for this reason.

If your serious health condition is the reason for leave, you must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition; and
- Your inability to work at all or to perform any one or more of the essential functions of your position because of the serious health condition.

If you are absent because of your own serious health condition, the Company will also require a medical release to return to work form or certification from your health care provider that you are able to resume work.

Failure to provide a release to return to work certificate from your health care provider will result in denial of reinstatement until the certificate is obtained.

Leave Related to Military Service

A leave taken due to a "qualifying exigency" related to military service must be supported by a certification of its necessity. A leave taken due to the need to care for a servicemember must be supported by a certification by the servicemember's health care provider or other certification allowed by law. Special certification requirements apply to leaves related to military service.

Health and Benefit Plans

If you are taking family medical leave, you will be allowed to continue participating in any health and welfare benefit plans in which you were enrolled in before the first day of the leave (for a maximum of 12 workweeks, or 26 workweeks if the leave is to care for a covered servicemember) at the level and under the conditions of coverage as if you had continued in employment for the duration of such leave. The Company will continue to make the same

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premium contribution as if you had continued working. The continued participation in health benefits begins on the date leave first begins. In some instances, the Company may recover premiums paid to maintain health coverage if you fail to return to work following family/medical leave.

Employees on pregnancy disability leave will be allowed to continue to participate in group health coverage for up to a maximum of four months of pregnancy disability leave (if such insurance was provided before the leave was taken) on the same terms as if you had continued to work. The right to continued group health coverage during pregnancy disability leave is a separate and distinct entitlement from the CFRA entitlement.

Payment is due when it would be made by payroll deduction.

Substitution of Paid Leave

Generally, FMLA/CFRA leave is unpaid. The Company may require, or you may choose, to use accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, you must comply with the Company's normal paid leave policies. For more information on those specific circumstances requiring or allowing the substitution of paid leave contact

Reinstatement

Under most circumstances, upon return from family/medical leave, you will be reinstated to your original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on family/medical leave would have been laid off had the employee not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In addition, an employee's use of family/medical leave will not result in the loss of any employment benefit that the employee earned before using family/medical leave.

Reinstatement after family/medical leave may be denied to certain salaried "key" employees under the following conditions:

- An employee requesting reinstatement was among the highest-paid 10 percent of

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salaried employees employed within 75 miles of the worksite at which the employee worked at the time of the leave request;

- The refusal to reinstate is necessary because reinstatement would cause substantial and grievous economic injury to the Company's operations;
- The employee is notified of the Company's intent to refuse reinstatement at the time the Company determines the refusal is necessary; and
- If leave has already begun, the Company gives the employee a reasonable opportunity to return to work following the notice described previously.

Time Accrual

Please contact [REDACTED] with any questions regarding accrual of other Company provided paid leave benefits (such as vacation, PTO or sick leave) during unpaid FMLA/CFRA leave.

Carryover

Leave granted under any of the reasons provided by state and federal law will be counted as family/medical leave and will be considered as part of the 12-workweek entitlement (26-workweek entitlement if leave is to care for a servicemember) in any 12-month period. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

Intermittent Leave

You may take Family and Medical Leave Act/California Family Rights Act leave intermittently (in blocks of time, or by reducing their normal weekly or daily work schedule) if the leave is for your serious health condition or a qualifying family member and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is [REDACTED].

See also the discussion of Pregnancy, Childbirth or Related Medical Conditions above.

Extended Medical Leave

On occasion, an employee may need a medical leave of absence that extends beyond limits

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under any state or federal mandatory leave law. In addition, there may be circumstances when an employee needs a medical leave allowed under disability laws and in accordance with this policy.

In these situations, an extended medical leave of absence may be granted for medical disabilities (other than pregnancy, childbirth, and related medical conditions) with a doctor's written certificate of disability. Extended disability leaves will also be considered on a case-by-case basis, consistent with the Company's obligations under federal and state disability laws.

Employees should request any leave in writing as far in advance as possible.

A medical leave begins on the first day your doctor certifies that you are unable to work and ends when your doctor certifies that you are able to return to work. [REDACTED] will supply you with a form for your doctor to complete, showing the date you were disabled and the estimated date you will be able to return to work. An employee returning from a medical disability leave must present a doctor's certificate declaring fitness to return to work.

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

California workers' compensation laws govern work-related injuries and illnesses. California pregnancy disability laws govern leaves taken because of pregnancy, childbirth, and related medical conditions.

An employee that needs reasonable accommodations should contact a company representative with day-to-day personnel responsibilities and discuss the need for an accommodation.

Kin Care

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Kin care leave is time provided to employees to take time off work to care for a family member. This allows employees to use up to half of their sick leave for specific family members including a child, a parent, a spouse, a registered domestic partner, a grandparent, a grandchild or a sibling.

Kin Care can be used for the following reasons:

- To seek diagnosis, care, or treatment for an existing health condition of an employee's family member;
- To support a family member who was the victim of domestic violence;
- To support a family member who was the victim of sexual assault; OR
- To support a family member who was the victim of stalking.

Supporting a family member may include, but is not limited to assisting in medical care or transportation to medical care, seeking court relief, relocating his or her residence, or seeking counseling for abuse.

Designating leave as Kin Care leave is at the sole discretion of the employee.

Military Leave

An employee who enters the armed forces of the United States will be granted a military leave in accordance with federal laws.

Request for Leave

An employee must provide advance notice of the need for military leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

Length of Leave

The Company will grant up to a total of five (5) years for an employee's military leave of absence, which includes the cumulative length of all absences from employment due to military service.

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Use of Vacation

An employee who takes a military leave of absence may request to use his or her accrued vacation.

Compensation and Benefits

Military leaves of absence are without pay from the Company. All other rights and benefits will continue as if the employee had remained continuously employed and will be available to the employee upon reinstatement.

Return from Leave

Upon completion of military service, the employee will be reinstated with full seniority to his/her former position or to a comparable position if application for re-employment is made within ninety (90) calendar days from release from the service or hospitalization. However, the employee will not be reinstated if the Company's circumstances have so changed that re-employment is impossible or unreasonable.

National Guard Service

An employee who is a member of the National Guard or a reserve component of the armed forces shall, upon furnishing a copy of the official orders or instructions, be granted a military training leave. Training leaves shall not, except in an emergency or in the event of extenuating circumstances, exceed two (2) weeks a year, plus reasonable travel time. The employee may choose to take vacation, if accrued, during military training.

Military Spouse Leave

Employees who work more than 20 hours per week and have a spouse in the Armed Forces, National Guard or Reserves who have been deployed during a period of military conflict are eligible for up to 10 unpaid days off when their spouse is on leave from (not returning from) military deployment.

Employees must request this leave in writing to [REDACTED] within two

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business days of receiving official notice that their spouse will be on leave. Employees requesting this leave are required to attach to the leave request written documentation certifying the spouse will be on leave from deployment.

The Company will not discriminate against or retaliate against an employee who takes this leave or requests to take this leave. This leave is in addition to and does not affect any other types of leave which the employee is allowed.

Civil Air Patrol Leave

[15+ Employees]

No employee with more than 90 days of service shall be disciplined for taking time off to perform emergency duty as a volunteer in the California Civil Air Patrol. If you are a Civil Air Patrol volunteer, please alert your supervisor that you may have to take time off for emergency duty. When taking time off for emergency duty, please alert your supervisor before doing so, giving as much advance notice as possible.

Up to 10 days of leave for duty may be taken each year. However, leave for a single emergency mission cannot exceed three days, unless the emergency is extended by the entity in charge of the operation and the extension of leave is approved by the Company.

Volunteer Civil Service Personnel

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter, peace officer, or emergency rescue personnel. Employees who perform emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel may also take up to a total of fourteen (14) days unpaid leave time per calendar year to engage in required fire, law enforcement or emergency rescue training. Please alert your supervisor that you may have to take time off for emergency duty or emergency duty training. When taking time off for emergency duty, please alert your supervisor before doing so when possible.

If you are an official volunteer firefighter, reserve peace officer or emergency rescue personnel, please alert your supervisor if you have training. Volunteer firefighters, reserve peace officers and emergency rescue personnel may take up to a total of fourteen (14) days per calendar year to engage in fire, law enforcement or emergency rescue training.

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Jury Duty

Any employee wishing to serve on jury duty may do so.

You should bring any juror's questionnaire to your supervisor immediately after it is received so that arrangements to accommodate your absence may be made.

If work time remains after any day of jury selection or jury duty, you will be expected to return to work for the remainder of your work schedule. You may be required to provide the Company with written proof of jury duty.

[OPTION 1: Hourly (non-exempt) employees will not be paid by the Company while serving on a jury. A salaried (exempt) employee's salary will not be reduced for partial weeks of work due to service as a juror. However, a salaried employee will not be paid by the Company if he or she misses an entire week of work due to jury duty.]

[OPTION 2: The Company pays for _____ weeks/days of jury duty, less any jury fees received.]

If desired, you can use any available vacation time while serving on a jury. You may keep any jury fees, appearance fees, or mileage allowances paid by the court while serving on jury duty.

No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this Section of the Handbook.

Judicial Leaves

Court Appearance

An employee, including a victim of a crime, may take time off to appear in court as a witness in order to comply with a subpoena or other order.

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If you need time off to appear as a witness, you should bring the subpoena or court order to your supervisor immediately after it is received so that arrangements to accommodate your absence may be made.

While taking time off to appear as a witness, you are expected to report for work whenever the court schedule permits. Time off to appear as a witness is unpaid. However, you [OPTION: may/must] use any available vacation time. You may also keep any appearance, witness, or mileage fees paid by the court.

Victims of Crime Leave and Accommodation

Employees who are victims of a crime which caused a physical or mental injury, or a threat of physical injury, are eligible for unpaid leave. Although the leave is generally unpaid, employees can use their paid sick time under California's Healthy Workplaces, Healthy Families Act for the purposes described below.

You may request leave if you are involved in a judicial action, such as obtaining restraining orders, or appearing in court to obtain relief to ensure your health, safety or welfare, or that of your child. Please provide reasonable advance notice of the need for leave unless advance notice is not feasible. Contact [REDACTED].

Employees who are victims of domestic violence, sexual assault or stalking and need a reasonable accommodation for their safety at work should contact a Company representative with day-to-day personnel responsibilities and discuss the need for an accommodation. If you are requesting such a reasonable accommodation, you will need to submit a written statement signed by you, or by an individual acting on your behalf, certifying that the accommodation is for the purpose of your safety at work.

For reasonable accommodation requests, the Company will also require certification demonstrating that you are the victim of domestic violence, sexual assault or stalking. Any of the forms of certification described above for leave purposes will suffice. The Company may request recertification every six months from the date of the previous certification. You should notify the company if an approved accommodation is no longer needed.

The Company will engage in an interactive process with the employee to identify possible accommodations, if any, that are effective and will make reasonable accommodations unless an undue hardship will result.

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The Company will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave or accommodation under these provisions.

Victims of Crime Leave for Treatment

Employees who are victims of domestic violence, sexual assault or stalking are eligible for unpaid leave. Although the leave is generally unpaid, employees can use their paid sick time under California's Healthy Workplaces, Healthy Families Act for the purposes described below.

You may request leave for any of the following purposes:

- To seek medical attention for injuries caused by crime or abuse;
- To obtain services from a domestic violence shelter, program or rape crisis center as a result of crime or abuse;
- To obtain psychological counseling related to an experience of crime or abuse; OR
- To participate in safety planning and take other actions to increase safety from future crimes or abuse.

Please provide reasonable advance notice of the need for leave unless advance notice is not feasible. Contact [REDACTED].

The Company will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision.

The length of unpaid leave an employee may take is limited to 12 weeks provided for in the federal Family and Medical Leave Act of 1993 for eligible employees.

Victims of Crime Leave – Judicial Proceedings

An employee who is themselves a victim or who is the family member of a victim of certain serious crimes may take time off from work to attend judicial proceedings related to the crime or to attend proceedings involving rights of the victim. A family member of a crime victim may be eligible to take this leave if they are the crime victim's spouse, parent, child or sibling. Other family members may also be covered, depending on the purpose of the leave.

The absence from work must be in order to attend judicial proceedings or proceedings involving rights of the victim. Only certain crimes are covered. You must provide reasonable

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advance notice of your need for leave and documentation related to the proceeding may be required. If advance notice is not possible, you must provide appropriate documentation within a reasonable time after the absence.

Any absence from work to attend judicial proceedings or proceedings involving victim rights will be unpaid, unless you choose to take paid time off.

The Company will not discriminate or retaliate against you in any way for your appearance at any proceeding where you or someone else is a victim of a crime.

For more information regarding this leave (including whether you are covered, when and what type of documentation is required, and which type of paid time off can be used), please contact a Company representative with day-to-day personnel responsibilities.

Bereavement Leave

[OPTION: Upon the completion of _____ (____) (months, years) of service] If you suffer a death in your immediate family, the Company will provide you with _____ (____) day(s) off with pay so that you can attend the funeral and see to other arrangements. For the purposes of this policy, immediate family includes your spouse, parents, siblings, children, domestic partner, [others].

School and Child Care Activities Leave

Employees are encouraged to participate in the school or child care activities of their child(ren).

The absence is subject to all of the following conditions:

- Time off under this policy can only be used by parents, guardians, grandparents, stepparents, foster parents or a person who stands in loco parentis to one or more children of the age to attend kindergarten through grade 12 or a licensed child care provider;
- The amount of time off for school or child care activities described below cannot exceed a total of 40 hours each year;
- Covered employees can use the time off to find, enroll or reenroll a child in a school or

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with a licensed child care provider or to participate in activities of the child's school or licensed child care provider. The time off for these purposes cannot exceed eight hours in any calendar month. Employees planning to take time off for these purposes must provide reasonable advance notice to their supervisor;

- Covered employees can also use time off to address a "child care provider or school emergency" if the employee gives notice to the employer. A child care provider or school emergency means that the employee's child cannot remain in a school or with a child care provider due to one of the following:
 - The school or child care provider has requested that the child be picked up, or has an attendance policy (excluding planned holidays) that prohibits the child from attending or requires the child to be picked up from the school or child care provider;
 - Behavioral or discipline problems;
 - Closure or unexpected unavailability of the school or child care provider, excluding planned holidays; or
 - A natural disaster, including, but not limited to, fire, earthquake or flood.
- Employees must provide their supervisor with documentation from the school or licensed child care provider verifying that they were engaged in these child related activities on the day and time of the absence;
- If more than one parent is employed by THE COMPANY, the first employee to request such leave will receive the time off. Another parent will receive the time off only if the leave is approved by their supervisor;
- Employees must use vacation leave in order to receive compensation for this time off; and
- Employees who do not have paid time off available will take the time off without pay.

School Appearances Involving Suspension

If an employee who is the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert their supervisor as soon as possible before leaving work. In agreement with California Labor Code Section 230.7, no discriminatory action will be taken against an employee who takes time off for this purpose.

Sick Leave

California law provides for mandatory paid sick leave under the Healthy Workplaces, Healthy

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Families Act (the "Act"). This paid sick leave policy is intended to comply with the requirements of the Act.

Employees cannot be discriminated or retaliated against for requesting or using accrued paid sick time.

If you have any questions about paid sick leave, please contact _____.

Eligible Employees

All employees who have worked in California for the same employer for 30 or more days within a year from the start of their employment will be entitled to paid sick time.

However, employees are not eligible to take paid sick time until they have worked for the Company for 90 days from their date of hire.

Sick Pay Amount

[Choose one – Accrual or Frontload]

[Accrual]

Eligible employees will receive sick leave as follows:

- **Option A - Statutory Accrual Method:** one hour of paid sick time for every 30 hours worked.
- **Option B - Optional Accrual Method That Provides No Less than 24 Hours by the 120th Day:** _____ hour(s) of paid sick time per _____ (Hours Worked/Pay Period)
At a minimum, employees will have at least 24 hours of paid sick time by the **120th calendar day** of employment, each calendar year or in each 12-month period.

You will need to meet the 90-day employment requirement before taking any leave.

Exempt employees are presumed to work 40 hours per workweek for purposes of sick time accrual. If their normal workweek is less than 40 hours, accrual will be based on their normal workweek.

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The Company does not pay employees for unused paid sick leave. Employees who are rehired with one year of separation from employment may be eligible for reinstatement of previously accrued and unused paid sick time.

Cap on Accruals

Employees may earn a maximum of six days or 48 hours paid sick time. After an employee has reached this maximum amount, no additional paid sick time will be earned until some or all of the employee's accrued paid sick time is used.

Limit on Amount of Paid Sick Leave That Can Be Taken Each Year

The maximum amount of paid sick time an employee is allowed to use in each year of employment, calendar year, 12-month period is three days or 24 hours, regardless of how much paid sick time the employee has earned.

Qualifying Reasons for Paid Sick Leave

Paid sick time can be used for the following reasons:

- Diagnosis, care or treatment of an existing health condition for an employee or covered family member, as defined below.
- Preventive care for an employee or an employee's covered family member.
- For certain, specified purposes when the employee is a victim of domestic violence, sexual assault or stalking.

For purposes of paid sick leave, a covered family member includes:

- A child defined as a biological, foster or adopted child; a stepchild; or a legal ward, regardless of the age or dependency status of the child. A "child" also may be someone for whom you have accepted the duties and responsibilities of raising, even if he or she is not your legal child.
- A "parent" defined as a biological, foster or adoptive parent; a stepparent; or a legal guardian of an employee or the employee's spouse or registered domestic partner. A parent may also be someone who accepted the duties and responsibilities of raising you when you were a minor child, even if he or she is not your legal parent.

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- A spouse.
- A registered domestic partner.
- A grandparent.
- A grandchild.
- A sibling.

Use of Paid Sick Leave

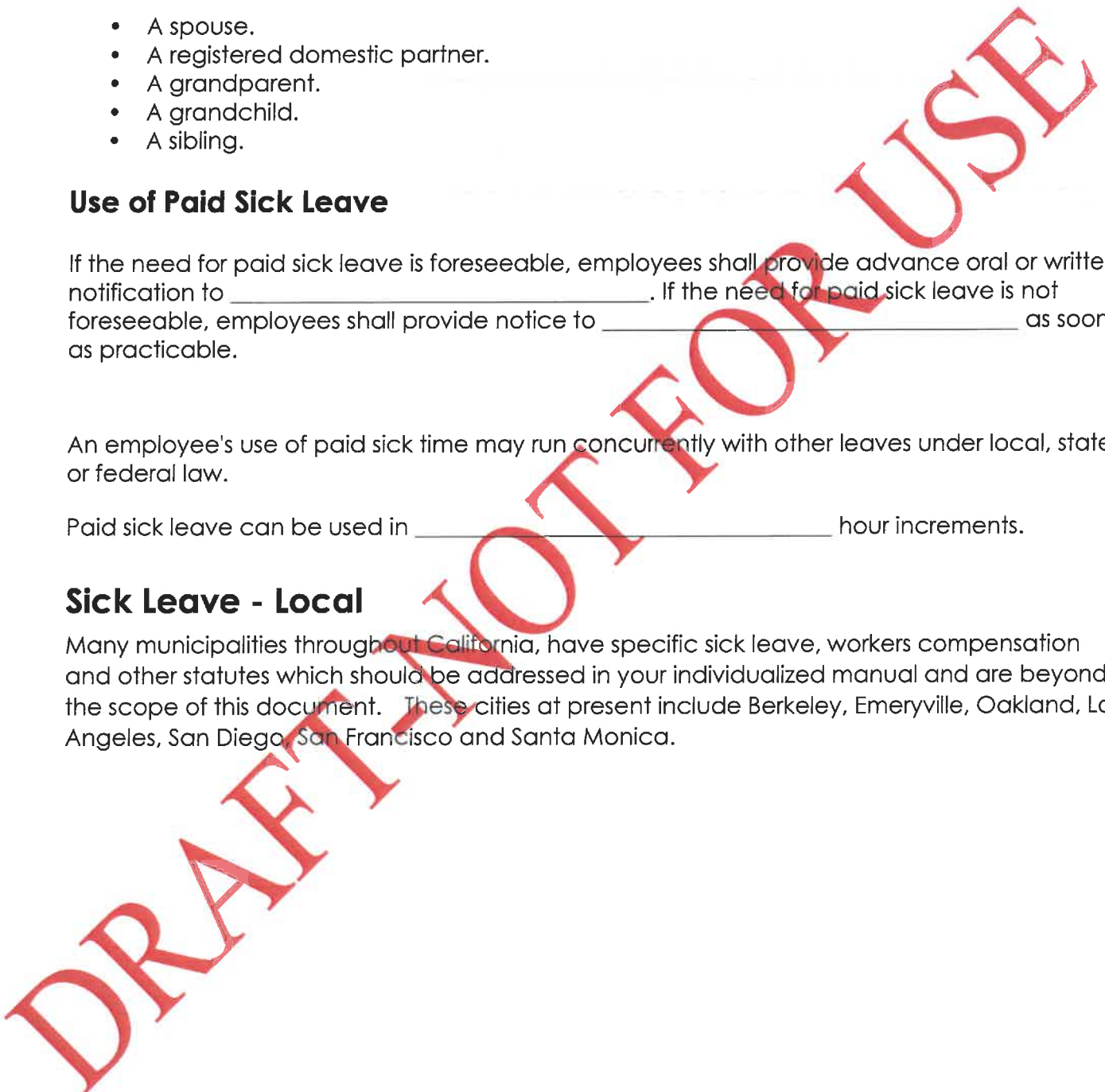
If the need for paid sick leave is foreseeable, employees shall provide advance oral or written notification to _____. If the need for paid sick leave is not foreseeable, employees shall provide notice to _____ as soon as practicable.

An employee's use of paid sick time may run concurrently with other leaves under local, state or federal law.

Paid sick leave can be used in _____ hour increments.

Sick Leave - Local

Many municipalities throughout California, have specific sick leave, workers compensation and other statutes which should be addressed in your individualized manual and are beyond the scope of this document. These cities at present include Berkeley, Emeryville, Oakland, Los Angeles, San Diego, San Francisco and Santa Monica.



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Alcohol and Drug Rehabilitation Leave

The Company wishes to assist employees who recognize that they have a problem with alcohol or drug use that may interfere with their ability to perform their job in a satisfactory manner.

If you have a problem with alcohol or drugs and decide to enroll voluntarily in a rehabilitation program, you will be given unpaid time off to participate in the program unless it would result in an undue hardship to the Company. If you request time off to participate in such a program, the Company will also make reasonable efforts to keep confidential the fact that you have done so.

You must use accrued sick leave or vacation benefits while on leave. However, additional benefits will not be earned during the leave of absence. The leave will be subject to the same provisions and rules as apply to medical leaves.

No action will be taken against any employee in any manner for requesting or taking any leave of absence provided for in this Section of the Handbook. However, the Company will not continue to employ any person whose performance of essential job functions is impaired by drug or alcohol use. Nor will the Company re-employ any person who has participated in alcohol and drug rehabilitation if the person's job performance remains impaired as a result of dependency. Employees who are given the opportunity to seek rehabilitation, but fail to successfully overcome their dependency will not be given a second opportunity to seek treatment.

This policy on treatment and rehabilitation is not intended to affect the Company's treatment of employees who violate the Company's drug and alcohol policy. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

Time Off for Voting

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time, and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two hours combined. Under these

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circumstances, an employee will be allowed a maximum of two hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give their supervisor at least two days' notice.

Vacation

Vacation Accrual from First Day

Regular full-time employees are entitled to accrue:

First day of employment - 1st year = 5 days
 2nd year - 4th year = 10 days per year
 5th year - 14th year = 15 days per year
 15th year and thereafter = 20 days per year

Active service begins on your first day of work and continues thereafter unless broken by an absence without pay, a leave of absence, or termination of employment. Temporary and part-time employees do not accrue paid vacation.

Vacation can accrue up to a maximum of six paid weeks. No additional vacation will be earned until accrued vacation time is used.

You become eligible to take accrued vacation after six months of active service as work schedules permit.

Vacation schedules must be coordinated with and approved by [REDACTED] in advance. Complete a request for vacation well in advance of the dates involved.

Vacations are scheduled to provide adequate coverage of job responsibilities and staffing requirements. Every effort will be made to permit employees to take their vacations at the times they wish. However, the Company's operating needs will take priority.

When your employment relationship with the Company ends, you will be paid for accrued unused vacation days on a pro rata basis.

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Mandatory Use of Vacation During Company Shutdown

The Company ceases operation during [redacted]. You are required to use accrued vacation during this Company shutdown.

Use of Vacation before Unpaid Leave

If you are taking an unpaid leave of absence, there are circumstances where you may be required to use your accrued and unused vacation before taking unpaid leave or having unpaid absences. In other circumstances, you can choose to use vacation before taking unpaid leave or having unpaid absences, but it is not required. It will depend on the type of leave you are taking and/or federal and state leave requirements.

Please contact [redacted] to discuss coordination of your benefits.

Personal Leave

A personal leave of absence without pay may be granted at the discretion of the Company. Requests for personal leave should be limited to unusual circumstances requiring an absence of longer than six weeks. Approved personal absences of shorter duration are not normally treated as leaves, but rather as excused absences without pay.

Paid Time Off

Employees are entitled to paid time off (PTO) based upon their years of active service. Active service commences with an employee's first day of work and continues thereafter unless broken by an absence without pay, a leave of absence or termination of employment.

PTO can accrue to a maximum cap. Once this cap is reached, the employee will have a reasonable amount of time to take accrued PTO. If no PTO is taken during that reasonable amount of time period, no further PTO will accrue until some paid time off is used.

Employees become eligible to take PTO beginning on the 90th day of employment.

Employees may use accrued PTO for any reason, including vacation, illness, care for family members or other personal matters. Employees will need to schedule time off with their

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supervisors. **Specific provisions relating to paid sick leave under California's Healthy Workplaces, Healthy Families Act, including procedures relating to notification and usage of this paid sick time, are discussed below.**

An employee whose employment terminates will be paid for accrued, unused PTO. Employees on unpaid leave do not accrue PTO. Paid time off will be accrued on the following basis:

0 months - 4 years: employee accrues 10 days of Paid Time Off per year to a maximum of 20 days of PTO.

5 - 14 years: employee accrues 15 days of Paid Time Off per year to a maximum of 30 days of PTO.

15 years and thereafter: employee accrues 20 days of Paid Time Off per year to a maximum of 40 days of PTO.

An employee may not use paid time off before its accrual. Employees will not be paid for any time in excess of accrued paid time off.

An employee's use of paid time off may run concurrently with other leaves pursuant to local, state or federal laws.

California Paid Sick Leave

Beginning July 1, 2015, California law provides for mandatory paid sick leave under the Healthy Workplaces, Healthy Families Act (the "Act"). All employees who have worked in California for the same employer for 30 or more days within a year from the start of their employment are eligible for protected paid sick time under the Act. Employees cannot be discriminated or retaliated against for requesting or using paid sick time.

In addition to the amount you will accrue as PTO in our separate PTO policy, the Company will provide you three days or 24 hours of paid sick time at the beginning of each 12-month period, as set forth below. The Company does not pay employees for unused paid sick leave.

If you have any questions about paid sick leave, please contact

[REDACTED]

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Employees hired on or before July 1, 2015:

On July 1, 2015, the Company will provide eligible employees with three days or 24 hours of paid sick time. The full amount will be placed into your leave bank at this time. However, employees are not eligible to take their paid sick time until the 90th day of employment with the Company.

Unused paid sick time will not carry over from year to year. However, the Company will place three days or 24 hours of paid sick time into your leave bank on July 1 of each year. Employees will be able to access all three days or 24 hours of paid sick time at the beginning of each 12-month period.

Employees hired after July 1, 2015:

The Company will provide eligible employees with three days or 24 hours of paid sick time on their first day of employment with the Company. However, employees are not eligible to take their paid sick time until the 90th day of employment with the Company.

Unused paid sick time will not carry over from year to year. However, the Company will place three days or 24 hours of paid sick time into your leave bank each year on your anniversary date. Employees will be able to access all three days or 24 hours of paid sick time at the beginning of each 12-month period.

Qualifying Reasons for Paid Sick Leave

Paid sick time under the Act can be used for any of the following reasons:

- Diagnosis, care or treatment of an existing health condition for an employee or covered family member, as defined below.
- Preventive care for an employee or an employee's covered family member.
- For certain specified purposes when the employee is a victim of domestic violence, sexual assault or stalking.

For purposes of paid sick leave, a covered family member includes:

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- A child: Defined as a biological, foster or adopted child; a stepchild; or a legal ward, regardless of the age or dependency status of the child. A "child" also may be someone for whom you have accepted the duties and responsibilities of raising, even if they are not your legal child.
- A parent: Defined as a biological, foster or adoptive parent; a stepparent; or a legal guardian of an employee or the employee's spouse or registered domestic partner. A "parent" may also be someone who accepted the duties and responsibilities of raising you when you were a minor child, even if they are not your legal parent.
- A spouse.
- A registered domestic partner.
- A grandparent.
- A grandchild.
- A sibling.

Use of Paid Sick Time and Notification

An employee can use paid sick time for any of the above reasons protected by the Act. If the need for paid sick time is foreseeable, employees must provide advance oral or written notification to [REDACTED]. If the need for paid sick time is not foreseeable, employees shall provide notice to [REDACTED] as soon as practicable.

An employee can also decide to use PTO for any of the above reasons. However, if an employee wants the time off to be protected paid sick time, the employee should designate the time off accordingly and provide the above-described notice. Otherwise, the Company will treat the time off as PTO and not protected paid sick time.

Leave Donation Program

Statement of Policy

The Company has a leave donation program that is meant to provide assistance to employees who are suffering from a crisis event that has resulted in a need for additional time off in excess of their available sick or other paid time. The program allows eligible employees

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to voluntarily donate time from their available sick leave to their co-workers in accordance with the policy.

This policy is strictly voluntary. The policy does not guarantee any employee the right to extended leave beyond what is provided for by the company's stated policy and its legal obligations. Final approval of receipt of any sick leave donation and of the ability to donate accrued leave rests with _____.

Donations made under this policy shall be deemed to be equivalent one-hour increments and are not based on the job classification or salary of the donating employee or the recipient employee.

Eligibility to Donate

In order for you to donate sick leave to another employee you must:

- Be employed by the Company for one year
- Donate sick leave in units of _____ hours
- Donate no more than _____ percent of your current balance
- You must maintain a minimum of _____ hours in your current balance after the donation.
- Not be currently on an approved leave of absence

Employees who donate leave are not permitted to exhaust their own sick leave balance because they may experience their own need for time off.

Guidelines for Receipt of Leave Donation

Employees who would like to receive donated sick time from co-workers, must have a crisis event as determined by _____.

A crisis event includes circumstances such as the following:

- A catastrophic injury or illness of an employee or immediate family member.

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- Death of an immediate family member.
- A crisis of a severe nature that directly impacts the employee, such as a catastrophic casualty loss due to a natural disaster.

The donated time can only be used for time off related to the approved crisis event. Recipient employees must use their own available paid leave time prior to using any donated time. Employees who receive donated sick time may receive no more than 480 hours (12 weeks) within a rolling 12-month period. The leave donation program does not guarantee the recipient employee the right to extended leave beyond the company's stated policy and its legal obligations. The decision as to whether a personal leave should be granted, whether there is a crisis event, or whether the employee can receive donated sick time is within the discretion of the Company.

Any donated sick time that is in excess of the time used by the recipient for the approved crisis event will be returned to the donor. There is no "cash" value to the recipient of the donated sick time.

Procedure

Employees who wish to donate sick time to a co-worker must make a written request to [REDACTED] who will confirm eligibility. The request must be approved by [REDACTED].

The identity of donors will remain confidential.

Donations under the program are voluntary and no employee will be subject to intimidation or disparate treatment for participating in or declining to participate in the leave donation program. Misrepresenting or falsifying the need to receive donated leave under this program is grounds for discipline, including termination.

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COVID Overview

DISCLAIMER: COMPANIES SHOULD DEVELOP COVID-19 POLICIES AND PROCEDURES IN COMPLIANCE WITH CURRENT CDC GUIDELINES, CAL-OSHA GUIDELINES, COUNTY, CITY AND/OR ANY OTHER APPLICABLE PUBLIC HEALTH DEPARTMENT GUIDELINES AND TAILOR SUCH POLICIES SPECIFIC TO COMPANY'S LOCATION(S) AND OPERATIONS. WHAT FOLLOWS IS A GENERAL OUTLINE OF POSSIBLE COVID-19 POLICIES AND PROCEDURES THAT CAN BE CONSIDERED BUT SHOULD NOT SERVE AS A SUBSTITUTE FOR FACILITY SPECIFIC COVID-19 POLICIES AND PROCEDURES. CDC, STATE, CAL-OSHA, COUNTY AND LOCAL HEALTH DEPARTMENT GUIDELINES CHANGE FREQUENTLY AS COVID-19 PANDEMIC CONDITIONS PROGRESS. CURRENT REGULATIONS AND REQUIREMENTS MUST BE CONSULTED PRIOR TO DEVELOPING COMPANY SPECIFIC POLICIES AND PROCEDURES AND ON A REGULAR BASIS FOLLOWING IMPLEMENTATION.

INFORMATION AND GUIDELINES FOR THE FOLLOWING ENTITIES ARE CURRENTLY LOCATED AT:

CDC GUIDELINES:

<https://www.cdc.gov/coronavirus/2019-ncov/your-health/index.html>

CALIFORNIA DEPT. OF PUBLIC HEALTH:

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/EmployeesAndWorkplaces.aspx>

CAL-OSHA GUIDELINES:

<https://www.dir.ca.gov/dosh/coronavirus/>

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COMPANIES SHOULD ALSO CHECK LOCAL PUBLIC HEALTH DEPARTMENT GUIDELINES FOR CURRENT REQUIREMENTS IN THE CITY/COUNTY OF OPERATIONS.

ADDITIONALLY, THE DIVISION OF LABOR STANDARDS ENFORCEMENT MAINTAINS A LIST OF FREQUENTLY ASKS QUESTIONS THAT CAN PROVIDE ADDITIONAL GUIDANCE FOR EMPLOYERS:

<https://www.dir.ca.gov/dlse/COVID19resources/FAQs-Testing-Vaccine.html>

COVID-19 is a disease caused by a novel coronavirus known as SARS-CoV-2. The respiratory virus is thought to spread mainly between people who are in close contact with one another (within about 6 feet) through respiratory droplets produced when an infected person coughs or sneezes. Transmission of the virus is also possible through direct contact with an infectious person or contaminated item and through airborne droplets and particles that can remain suspended in the air over longer distances and time. An individual can become infectious anywhere from two to 14 days after close-contact exposure.

Employees are encouraged to report any possible COVID-19 hazards in the work areas as soon as possible.

COVID Policies

SCREENING:

Example Statement A:

Employees are asked to evaluate their own symptoms prior to reporting to work each scheduled shift. Employees can be required to report to the employer and not enter the workplace if they are:

- Experiencing symptoms of COVID-19.
- Having a fever equal to or higher than 100.0 degrees Fahrenheit.
- Under evaluation for COVID-19 (for example, waiting for the results of a viral test to confirm infection).

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- Have been diagnosed with COVID-19 and not yet cleared to discontinue isolation.

Example Statement B:

Employees are screened for COVID-19 symptoms when they report for their scheduled shift. Their temperatures are measured by using noncontact thermometers. Both the screeners and employees must wear face coverings during the screening process.

ADMINISTRATIVE CONTROLS:

- **FACIAL COVERINGS:** All employees and visitors must wear face coverings.
 - An employee who cannot wear a face covering due to a medical condition should notify the employer.
- **SOCIAL DISTANCING:** Where possible, a distance of at least 6 feet should separate employees from each other and other individuals.

- **REPORTING:**

Employees are instructed to confidentially report to their supervisor or the human resources manager if they are:

- Experiencing symptoms of COVID-19.
- Diagnosed with or tested positive for COVID-19.
- Come in close contact with a COVID-19-positive individual.
- Someone at home has been quarantined because they have been diagnosed with or is exhibiting symptoms of COVID-19.

Employees experiencing any of the above situations are instructed not to return to work until they have been released from quarantine and their return to work is approved by Company. Vaccinated employees that have come in close contact with someone who has COVID-19 should closely monitor symptoms for 10 days following contact.

- **EMPLOYEE INSTRUCTIONS:**

Employees are provided with verbal and written instruction and reminders on:

- Covering a cough or sneeze with a tissue or inside elbow and not with a hand.
- Washing hands often with soap for at least 20 seconds.
- Using hand sanitizer if soap and water are not readily available.

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- Using hand sanitizer when donning and doffing PPE.
- Avoiding touching their eyes, nose and mouth with unwashed hands.
- Not sharing personal items, such as cups, with others.
- Avoiding contact with individuals exhibiting symptoms of the illness.
- Maintaining a 6-foot or more distance from others while at work, especially the common areas such as kitchens or break rooms.

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Benefits Overview

The Company is committed to providing the following benefits for eligible employees. Benefit eligibility may be dependent upon your employee classification (full-time versus part-time, for example) and on length of continuous employment at The Company. Benefit eligibility requirements may also be imposed by the plans themselves.

Upon becoming eligible for certain employee benefit plans, you will receive Summary Plan Descriptions which describe the benefits in greater detail. For information regarding employee benefits and to answer any questions you may have contact

The Company reserves the right to modify, amend or terminate benefits and to modify or amend benefit eligibility requirements at any time and for any reason, subject to any legal restrictions.

The Company offers the following employee benefits:

- Health Insurance
- Dental Insurance
- Disability Insurance
- Retirement Plan

External Employee Education

Some employees may need to attend training programs, seminars, conferences, lectures, meetings, or other outside activities for the benefit of the Company or the individual employees. Attendance at such activities, whether required by the Company or requested by individual employees, requires the written approval of the general manager. To obtain approval, any employee wishing to attend an activity must submit a written request detailing all relevant information, including date, hours, location, cost, expenses, and the nature, purpose, and justification for attendance.

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Attendance at any such event is subject to the following policies on reimbursement and compensation. For attendance at events required or authorized by the Company, customary and reasonable expenses will be reimbursed upon submission of proper receipts. Acceptable expenses generally include registration fees, materials, meals, transportation, and parking. Reimbursement policies regarding these expenses should be discussed with the general manager in advance.

Employee attendance at authorized outside activities will be considered hours worked for non-exempt employees and will be compensated in accordance with normal payroll practices.

This policy does not apply to an employee's voluntary attendance, outside of normal working hours, at formal or informal educational sessions, even if such sessions generally may lead to improved job performance. While the Company generally encourages all employees to improve their knowledge, job skills, and promotional qualifications, such activities do not qualify for reimbursement or compensation under this policy unless prior written approval is obtained as described previously.

Holidays

For the 20[REDACTED] calendar year, THE COMPANY observes the following paid holidays:

- January 1 (New Year's Day)
- Martin Luther King Jr.'s Birthday
- Presidents' Day
- Memorial Day
- July 4th (Independence Day)
- Labor Day
- Thanksgiving Day and the Friday after
- Christmas Eve
- Christmas Day

When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday. However, the Company may grant another day off in lieu of closing. Holiday observance will be announced in advance.

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Each non-exempt employee's eligibility for holiday pay begins after completion of their trial period. To be eligible for holiday pay, you must be regularly scheduled to work on the day on which the holiday is observed and must work your regularly scheduled working days immediately preceding and immediately following the holiday, unless an absence on either day is approved in advance by your supervisor or the absence is otherwise protected by law. If you are required to work on a paid scheduled holiday you will receive

Lactation Accommodation

The Company accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for the employee's child, subject to exception allowed under applicable law. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the employee shall be unpaid.

We will provide employees who need a lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Employees with private offices will be required to use their offices to express breast milk.

Employees who desire lactation accommodations should contact their supervisor or Human Resources to request accommodations. Discrimination on the basis of sex includes discrimination based on breastfeeding and related medical conditions and is unlawful. Employees have a right to request lactation accommodations and to file a complaint with the Labor Commissioner for any violation of this right under Chapter 3.8 of the Labor Code.

Some municipalities throughout California, may have specific lactation accommodation statutes which should be addressed in your individualized manual and are beyond the scope of this document. At present, this includes San Francisco.

Paid Family Leave

Employees may be eligible for Paid Family Leave (PFL) wage replacement benefits, which are funded through payroll deductions and coordinated through the Employment Development Department. PFL provides partial pay for up to eight weeks when an employee needs to take leave from work to care for a seriously ill child, spouse, parent, grandparent, grandchild,

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sibling, or domestic partner, to bond with a minor child within one year of the birth or placement of the child in connection with foster care or adoption, or to participate in a qualifying exigency related to the covered active duty or call to covered active duty of the individual's spouse, domestic partner, child, or parent in the Armed Forces of the United States. The PFL program does not provide employees with a right to a leave of absence; it is limited to a state-mandated wage replacement benefit.

Workers' Compensation

The Company, in accordance with state law, provides insurance coverage for employees in case of work-related injury. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax free, to replace lost wages; and
- Assistance to help qualified injured employees return to suitable employment.

To ensure that you receive any workers' compensation benefits to which you may be entitled, you need to:

- Immediately report any work-related injury to your supervisor;
- Seek medical treatment and follow-up care if required;
- Complete a written *Employee's Claim for Workers' Compensation Benefits* (DWC Form 1) and return it to [REDACTED]; and
- Provide the Company with a certification from your health care provider regarding the need for workers' compensation disability leave, as well as your eventual ability to return to work from the leave.

Upon submission of a medical certification that an employee is able to return to work after a workers' compensation leave, the employee under most circumstances will be reinstated to their same position held at the time the leave began, or to an equivalent position, if available. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the employee on workers' compensation leave would have been laid off had they not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining the Company's ability to operate safely and efficiently during the leave,

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and no equivalent or comparable positions are available, then the employee would not be entitled to reinstatement.

An employee's return depends on their qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of their job because of a physical or mental disability, the Company's obligations to the employee may include reasonable accommodation, as governed by the Americans with Disabilities Act.

The law requires the Company to notify the workers' compensation insurance company of any concerns of false or fraudulent claims.

Company-Provided Physician

The Company provides medical treatment for work-related injuries through a medical provider network, [REDACTED] which the company has chosen to provide medical care to injured employees because of their experience in treating work-related injuries.

Workers' Compensation and FMLA/CFRA

Employees who are ill or injured as a result of a work-related incident, and who are eligible for family and medical leave under state and federal law (Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA)), will be placed on FMLA/CFRA during the time they are disabled and not released to return to work. The leave under these laws runs concurrently, and eligible employees will be on FMLA/CFRA for a maximum of 12 weeks in a 12-month period [REDACTED].

Paid Sick Leave and Workers' Compensation Benefits

Paid sick leave is a benefit that also covers absences for work-related illness or injury. Employees who have a work-related illness or injury are covered by workers' compensation insurance. However, workers' compensation benefits usually do not cover absences for medical treatment. When you report a work-related illness or injury, you will be sent for medical treatment, if treatment is necessary. You will be paid your regular wages for the time you

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spend seeking initial medical treatment.

Any further medical treatment will be under the direction of the health care provider. Any absences from work for follow-up treatment, physical therapy or other prescribed appointments will not be paid as time worked. If you have accrued and unused sick leave, you may choose to substitute paid sick leave for any time that would otherwise be unpaid.

If you do not have accrued, paid sick leave, or if you have used all of your sick leave, you may choose to substitute vacation/paid time off for further absences from work, related to your illness or injury.

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Communication And Problem Solving

Orientation

Each new employee will receive an introduction to the Company and an orientation to their particular job and department from their supervisor. Employees should pay close attention to the instructions they receive and ask questions if they do not understand something.

Non-Fraternization

The Company desires to avoid misunderstandings, complaints of favoritism, possible claims of sexual harassment and the employee morale and dissension problems that can result from certain personal relationships between employees.

Accordingly, employees are prohibited from fraternizing or becoming romantically involved with each other when their personal relationships create an actual conflict of interest, cause disruption, create a negative or unprofessional work environment, present problems regarding supervision, work performance, attitude, safety, security or morale, or cause other work-related problems.

[OPTION: All employees are strictly prohibited from becoming romantically involved with persons who report to them. If you become concerned about such a situation occurring, you should bring the circumstances to the attention of Human Resources immediately.]

All employees should remember that the Company maintains a strict policy against unlawful harassment of any kind, including sexual harassment.

This policy is not intended to prevent employees from engaging in discussions regarding their wages, hours, or working conditions with any other employee or engaging in protected, concerted activity. Employees will not be disciplined or retaliated against for such discussions

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No Solicitation Policy

To avoid interruption of your work and protect you from unnecessary annoyance, employees are not permitted to solicit other employees on working time for any purpose. Distribution of literature during working time is not permitted. Distribution of literature in working areas is prohibited at all times.

Working time does not include break periods and meal times or other periods during the work day when employees are properly not engaged in performing their work tasks. Working time includes the working time of both the employee doing the soliciting or distributing and the employee to whom the solicitation or distribution is being directed.

Persons who are not employed by the Company may not solicit or distribute literature on Company property at any time for any purpose.

Union Policy

[OPTION 1]

Maintaining Direct and Open Lines of Communication

The Company is committed to maintaining direct, open and honest communications among all levels of employees, and seeks to provide fair treatment, competitive wages and benefits. We believe that the Company's success and the development of a harmonious work environment depends on maintaining the best possible relationships between the Company and its employees.

Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be productive and enjoyable, communications can be clear, and attitudes can be positive. We believe that the Company amply demonstrates its commitment to its employees by responding effectively to employee concerns.

The Company believes that an "outsider," such as a union, is not necessary and will not contribute to the success of our business. Third-party involvement makes it much more difficult for there to be one-on-one business relationships, which are the best and most

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effective means to resolve problems and issues. The Company's employees are not required to pay any initiation fees or dues to an outside party or union in order to remain employed.

If you feel that your supervisor or immediate management is not listening or responding, the Company has an Open-Door Policy, providing an avenue to ensure that your concerns will receive consideration and that every employee's issues are properly and adequately addressed.

[OPTION 2]

"Why Don't We Have a Union?"

Since the middle of the last century, the union movement has lost a number of great leaders and much of its strength. Unions have become huge bureaucracies, often totally out of touch with the needs or desires of their membership. All too often, they serve and perpetuate their own goals and objectives rather than those of the members they are supposed to serve.

We are not anti-union or against the labor movement. We simply believe that a union would not be beneficial to our employees here. There is no magic in having a union. They merely perform a function, which we believe our employees can best perform on their own. We feel that we can accomplish much more by working together rather than against each other.

We don't believe our employees should have to pay dues or initiation fees to an outside third party to represent them in their dealings with the Company. We believe that here, employees can communicate directly with management and that this is one of the most important aspects of our employee-relations policy.

To say it simply and clearly, while people have the right to join a labor union, people also have the right not to join a union. We believe that no union can offer an advantage to any of us. As a matter of fact, a union can seriously hurt the relationships that we have built through the years and can harm the business we depend on for our livelihood and future. We, therefore, prefer to work with you personally and directly to resolve all issues, rather than through any third-party outsiders.

Our management philosophy is based on mutual respect and recognition of your importance to the Company. Respecting your rights and recognizing your contributions is fundamental to the well-being of all of us and our business. It is your individual hard work and our mutual

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respect for each other that has made our success and stability as a Company possible. Thank you for your continuing effort and belief in keeping our Company union-free.

[OPTION 3]

Statement Regarding Unionization

Our employee-relations policy is to treat all employees honestly, equitably and objectively.

We honestly believe that it is in the best interest of both the Company and the employees to continue to deal directly with each other, without third-party intervention.

Our policy is to oppose vigorously any effort to unionize our employees within the limits of existing labor laws.

We recognize the need to create and maintain a positive work environment. We respect the individual rights of our employees and encourage them to express their ideas, suggestions, commitments and concerns.

Open communications are the key to stopping a union threat before it ever gets started.

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Employee Property

An employee's personal property, including but not limited to lockers, packages, purses, and backpacks, may be inspected upon reasonable suspicion of unauthorized possession of the Company's property, possession of dangerous weapons or firearms, or abuse of the Company's drug and alcohol policy.

Employment of Relatives

Relatives of employees may be eligible for employment with the Company only if individuals involved do not work in a direct supervisory relationship, or in job positions in which there is a conflict of interest. The Company defines "relatives" as spouses, registered domestic partners, children, siblings, parents, in-laws, and step-relatives. Present employees who marry or become registered domestic partners will be permitted to continue working in the job position held only if they do not work in a direct supervisory relationship with one another or in job positions involving conflict of interest.

Names and Addresses Policy

The Company is required by law to keep current all employees' names and addresses. Employees are responsible for notifying the Company in the event of a name or address change.

Open-Door Policy

Suggestions for improving the Company are always welcome. At some time, you may have a complaint, suggestion, or question about your job, your working conditions, or the treatment you are receiving. Your complaints, questions, and suggestions also are of concern to the Company.

If you have a complaint, suggestion or question, speak with your immediate supervisors as

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soon as possible. If you are not comfortable speaking to your immediate supervisor, please bring the issue to the personnel manager or any other member of management.

Moreover, if you have raised the issue and if the problem persists, you may present it to the personnel manager, who will investigate and provide a solution or explanation.

If the problem is not resolved, you may also present the problem to the president of the Company, who will attempt to reach a final resolution.

While a written complaint will assist us in investigating your concerns, it is not required that you put your complaint in writing. If you need assistance with your complaint, or you prefer to make a complaint in person, contact [REDACTED].

This procedure, which we believe is important for both you and the Company, cannot guarantee that every problem will be resolved to your satisfaction. However, the Company values your observations and you should feel free to raise issues of concern without the fear of retaliation.

Performance Evaluations

Each employee will receive periodic performance reviews conducted by their supervisor. Your first performance evaluation will take place [REDACTED]. Subsequent performance evaluations will be conducted [REDACTED]. 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. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the Company and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with your supervisor, and that you are aware of its contents.

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Personnel Records

You have a right to inspect or receive a copy of the personnel records that the Company maintains relating to your performance or to any grievance concerning you. Certain documents may be excluded or redacted from your personnel file by law, and there are legal limitations on the number of requests that can be made.

Any request to inspect or copy personnel records must be made in writing to the [REDACTED]. You can obtain a form for making such a written request from the [REDACTED].

You may designate a representative to conduct the inspection of the records or receive a copy of the records. However, any designated representative must be authorized by you in writing to inspect or receive a copy of the records. The Company may take reasonable steps to verify the identity of any representative you have designated in writing to inspect or receive a copy of your personnel records.

The personnel records may be made available to you either at the place where you work or at a mutually agreeable location (with no loss of compensation for going to that location to inspect or copy the records). The records will be made available no later than 30 calendar days from the date the Company receives your written request to inspect or copy your personnel records (unless you/your representative and THE COMPANY mutually agree in writing to a date beyond 30 calendar days but no later than 35 calendar days from receipt of the written request).

If you request a copy of the contents of your file, you will be charged the actual cost of copying.

Disclosure of personnel information to outside sources, other than your designated representative, will be limited. However, THE COMPANY will cooperate with request from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

Workplace Privacy - Audio/Video Recordings

Due to concerns regarding the potential for invasion of privacy, sexual or other harassment,

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and protection of proprietary or confidential information, employees may not use any audio or video recording devices while on working time. Employees also may not use any audio or video recordings in work areas that the Company has identified as confidential, secure or private, unless the employee is engaged in protected activity related to improving the terms and conditions of his/her employment, such as documenting health and safety issues.

The company uses or may use video surveillance in public areas (not in restrooms, locker rooms or changing areas). The video surveillance will not include sound recording.

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Company Property

Bulletin Boards

THE COMPANY maintains bulletin boards located [REDACTED].

Bulletin boards are used to provide information to employees concerning [REDACTED].

Employees may not post items on Company bulletin boards unless the following conditions are met:

- Postings may be made by Company employees only;
- The information to be posted must first be approved by the [REDACTED];
- Postings are limited to [REDACTED] in size;
- Bulletin boards will be updated [REDACTED]; and
- Posted items will be dated and will be removed after [REDACTED].

Guests and Visitors

Visits from friends and family are to be kept to a minimum, in order to preserve an appropriate work environment. It is extremely important that the impression left with the Company visitors is that of a professional organization with the highest standards of conduct.

Emergencies in which children must be in the office for an extended length of time are to be kept to an absolute minimum. The Company may not be used as a substitute for regular child care of employees' children. On those occasions when children are present, they should not be allowed to disrupt others in the office.

Your child is your responsibility and must be under your direct supervision at all times. If a child is ill, you must present a doctor's note to your immediate supervisor indicating the child is not

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contagious. Under no circumstances may children provide work for the Company, unless the child is hired as an employee pursuant to Company policies.

If you wish to bring a minor child to work and prior notice is possible, request from your supervisor and complete the *Guest and Visitors Request* form, which will be reviewed by [REDACTED]. You should also use the *Guest and Visitors Request* form if you wish to bring your pet to work.

The Company reserves its right in its sole discretion to deny such a request for reasons including, but not limited to, the requested guest or visitor has been disruptive in the past, there is a special event scheduled on the date(s) requested, or the work environment is not appropriate for the visitor or guest due to safety or other reasons.

Housekeeping

All employees are expected to keep their work areas clean and organized. People using common areas such as lunch rooms, locker rooms, and restrooms are expected to keep them sanitary. Please clean up after meals and dispose of trash properly.

Off-Duty Use of Facilities

Employees are prohibited from remaining on the Company premises or making use of Company facilities while not on duty. Employees are expressly prohibited from using Company facilities, Company property, or Company equipment for personal use. This policy is not intended to limit the ability of employees to use the Company's email systems to communicate with other employees regarding the terms and conditions of their employment during non-working times, including such topics as wages, job performance, workload, supervisors or staffing.

Parking

Employees may park their vehicles in designated areas, if space permits. If space is unavailable, employees must park in permissible public areas in the vicinity of the Company property. Employees may not use parking areas specifically designated for customers,

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vendors, Company vehicles, or reserved for managers. The Company is not responsible for any loss or damage to employee vehicles or contents while parked on Company property.

Parking areas may be monitored with video or other surveillance for purposes of protecting Company property only. This surveillance system is in no way intended to provide employees with personal security.

Prohibiting Personal Use of Company Cell Phone

Cell phones (including handheld devices and smart phones such as iPhones) may be provided to some employees to assist them in performing their job. Cell phones are company property. Data (including web browsing), messages (including voice mail, mobile email, and text messaging), and other stored electronic information is subject to monitoring and the employee does not have an expectation of privacy in the use of this Company property.

The Company may ask you to assign a password to your Company cell phone to prevent unauthorized access. This password does not affect the Company's ownership of the cell phone or ability to monitor the information.

Company cell phones must not be used in any manner that violates any other Company policy, including safety policies, confidentiality policies, electronic and social media policies, and policies against discrimination and harassment.

Employees are prohibited from using Company-issued cell phones and any other Company property to conduct personal business. Employees who are provided a Company cell phone may use the phone for personal reasons only in the case of an emergency. Other personal use is prohibited.

The Company recognizes that certain designated employees may occasionally be required to make business telephone calls and send and receive business e-mail and text messages. Designated employees who are required to perform these functions as part of their job duties will either be issued a Company-owned cell phone or will receive reasonable reimbursement for the value of the use of their personal cell phones in direct consequence of the discharge of their job duties.

The Company will pay a flat amount of \$____ (This amount must be "some reasonable percentage" of the employee's cell phone bill—whether or not the employee pays this bill

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himself/herself or has an unlimited minutes/data plan—that should cover the expected business use) per month to reimburse employees who are regularly required to use their personal cell phones to perform their job duties. If the reasonable value of an employee's required use of his or her cell phone exceeds the flat stipend of \$___, the employee should obtain approval from his/her supervisor or manager to submit excess charges on an expense report. A copy of the employee's cell phone bill must be attached with the expense report.

Smoking

Smoking is prohibited at this workplace. The smoking prohibition applies to all smoking devices, including, but not limited to, the use of electronic smoking devices, such as electronic cigarettes, pipes, hookahs, and vaping devices.

Solicitation and Distribution of Literature

In order to ensure efficient operation of the Company's business and to prevent disruption to employees, we have established control of solicitations and distribution of literature on Company property. The Company has enacted rules applicable to all employees governing solicitation, distribution of written material, and entry onto the premises and work areas. All employees are expected to comply strictly with these rules. Any employee who is in doubt concerning the application of these rules should consult with their supervisor.

No employee shall solicit or promote support for any cause or organization during their working time or during the working time of the employee or employees at whom such activity is directed. No employee shall distribute or circulate any written or printed material in work areas at any time, or during their working time or during the working time of the employee or employees at whom such activity is directed.

Under no circumstances will non-employees be permitted to solicit or to distribute written material for any purpose on Company property.

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Employee Conduct

Business Conduct and Ethics

No employee may accept a gift or gratuity from any customer, vendor, supplier, or other person doing business with the Company because doing so may give the appearance of influencing business decisions, transactions or service. Please discuss expenses paid by such persons for business meals or trips with the Company in advance.

Job Duties

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

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

Conducting Personal Business

Employees are to conduct only the Company business while at work. Employees may not conduct personal business or business for another employer during their scheduled working hours.

Confidential Information

Each employee is responsible for safeguarding the confidential information obtained during employment.

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In the course of your work, you may have access to trade secrets or similarly protected proprietary or confidential information regarding THE COMPANY's business (such as financial data, research and development, marketing, business plans or strategies, suppliers, business partners or customers). You have a responsibility to prevent revealing or divulging any such information unless it is necessary for you to do so in the performance of your duties or as required by law.

Access to, or disclosure of, confidential information should be on a "need-to-know" basis and must be authorized by your supervisor. Any breach of this policy will not be tolerated, and legal action may be taken by the Company.

This policy does not prohibit employees from confidentially disclosing trade secret, proprietary or confidential information to federal, state and local government officials, or to an attorney, when done to report or investigate a suspected violation of the law. Employees may also disclose the information in certain court proceedings if specific procedures to protect the information are followed. Nothing in this policy is intended to conflict with 18 U.S.C. sec. 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. sec. 1833(b).

Confidentiality and Non-Disclosure

The Company may provide and make available to you certain information regarding our business and our clients'/customers' business, including without limitation:

- various sales and marketing information;
- actual and potential customer and lead names, addresses, telephone numbers, and specific characteristics;
- mailing labels;
- sales report forms;
- pending projects or proposals;
- methods of production (including quality control and packaging);
- business plans and projections, including new product, facility or expansion plans;

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- pricing information (such as price lists, quotation guides, previous or outstanding quotations, equipment prices, or billing information);
- estimating programs and methodology;
- the techniques used in, approaches to, or results of any market research;
- advertising sources;
- salary information or employment contract language or terms relating to other employees (except for the employee's own salary information or employment contract language or terms);
- financial information of the Company or of our clients'/customers' companies;
- customer information reports; and
- mailing plans and programs;

whether written or verbal, or contained on computer hardware or software, disk, tape, microfiche or other media ("Information"). This Information is of substantial value and highly confidential, is not known to the general public, is the subject of reasonable efforts to maintain its secrecy, constitutes the professional and trade secrets of the Company or our clients/customers, and is being provided and disclosed to you solely for use in connection with your employment by the Company.

In consideration of your employment and receipt of the Information, you agree that you:

- 1) will regard and preserve the Information as highly confidential and the trade secrets of the Company or of our clients/customers;
- 2) will not disclose, or permit to be disclosed, any of the Information to any person or entity, absent written consent and approval from the Company;
- 3) will not photocopy or duplicate, and will not permit any person to photocopy or duplicate, any of the Information without the Company's written consent and approval;

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- 4) will not make any use of Information for your own benefit or the benefit of any person or entity other than the Company;
- 5) will return all Information to the Company immediately upon request for same; and
- 6) will immediately contact the Company if any client or customer of the Company contacts you after the termination or resignation of your employment with the Company.

Notice of Immunity: An employee will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made (1) in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An employee who files a lawsuit for retaliation by the Company for reporting a suspected violation of law may disclose the trade secret to his/her attorney and use the trade secret information in the court proceeding, so long as he/she files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

Nothing in this policy alters the at-will nature of the employment relationship.

Identity Theft Prevention Program

The Company is strongly committed to ensuring that our employees and our clients/customers are not the victims of identity theft. To that end, this policy is the Company's written program to detect relevant identity theft warning signs.

If you believe that there is any suspicious activity occurring regarding our employees or clients/customers private information, you should immediately bring that activity to _____'s attention. [OPTION: For example, if a customer's identification does not match his/her credit card information, that may indicate the potential of identity theft.] [For example, if a patient asks about a bill that refers to a different patient's name.] [For example, _____.]

Additionally, you should ensure that you safeguard any private information about employees and customers/clients by not leaving it in plain view and ensuring that it is timely and securely filed.

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This program will be managed by [OPTION 1: the board of directors.] [OPTION 2 (if the business does not have a board) by senior employees.]

This program will be reviewed on a yearly basis and updated as necessary following that review. You will be trained on how to prevent identity theft. Finally, the Company will ensure that any third party service providers with which it works also commit themselves to ensuring that our employees' and our clients'/customers' private information is kept confidential. If you have any questions about this Program, you should immediately bring it to the attention of _____.

Conflicts of Interest

All employees must avoid situations involving actual conflict of interest. Personal or romantic involvement with a competitor, supplier, or subordinate employee of the Company, which impairs an employee's ability to exercise good judgment on behalf of the Company, can create an actual conflict of interest. Supervisor-subordinate romantic or personal relationships also can lead to supervisory problems, possible claims of sexual harassment, and morale problems.

An employee involved in any of the types of relationships or situations described in this policy should immediately and fully disclose the relevant circumstances to their immediate supervisor, or any other appropriate supervisor, for a determination about whether an actual conflict exists. If an actual conflict is determined, the Company may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

Customer Relations

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

Ours is a service business and all of us must remember that the customer always comes first. Our customers ultimately pay all of our wages. Remember, while the customer is not always right, the customer is never wrong.

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Customers are to be treated courteously and given proper attention at all times. Never regard a customer's question or concern as an interruption or an annoyance. You must respond to inquiries from customers, whether in person or by telephone, promptly and professionally.

Never place a telephone caller on hold for an extended period. Direct incoming calls to the appropriate person and make sure the call is received.

Through your conduct, show your desire to assist the customer in obtaining the help they need. If you are unable to help a customer, find someone who can.

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

Never argue with a customer. If a problem develops or if a customer remains dissatisfied, ask your supervisor or the general manager to intervene.

Dress Codes and Other Personal Standards

Employees are expected to wear clothing appropriate for the nature of our business and the type of work performed. Clothing should be neat, clean and tasteful. Avoid clothing that can create a safety hazard. Department managers may issue more specific guidelines.

Because each employee is a representative of the Company in the eyes of the public, each employee must report to work properly groomed and wearing appropriate clothing. Employees are expected to dress neatly and, in a manner, consistent with the nature of the work performed.

The following are examples of acceptable office attire:

- Suits
- Dress shirts
- Blouses
- Sweaters
- Sport coats
- Blazers

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- Ties
- Slacks
- Skirts
- Business dresses

Jeans, T-shirts, tank or halter tops, and casual shoes or sneakers are not permitted for any employees. All clothing should be clean and without rips or holes. Employees who report to work inappropriately dressed may be asked to clock out and return in acceptable attire.

All employees required to wear uniforms provided by the Company must take care of their uniforms and report any wear or damage to their supervisors. Instructions regarding cleaning and maintenance of uniforms will be provided. Supervisors will inform you of additional requirements regarding acceptable attire. Certain employees may be required to wear safety equipment or clothing. Any deviations from these guidelines must be approved by your supervisor.

This dress code policy will not be enforced in a manner that discriminates against anyone based on a protected class, such as race, sex, gender identity or gender expression, religion, national origin or any other class protected by federal, state or local law. For more information, see the *Harassment, Discrimination and Retaliation Prevention* policy. Employees who need a reasonable accommodation because of religious beliefs, observances or practices should contact a company representative with day-to-day personnel responsibility and discuss the need for accommodation.

Drug and Alcohol Abuse

The Company is concerned about the use of alcohol, marijuana, illegal drugs or controlled substances as it affects the workplace. Use of these substances, whether on or off the job can detract from an employee's work performance, efficiency, safety, and health, and seriously impair Company operations. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the Company to the risks of property loss or damage, or injury to other persons.

The following rules and standards of conduct apply to all employees while on Company property, at work, or working on Company business. The following are strictly prohibited by Company policy:

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- Being under the influence of, or impaired by, an illegal or controlled substance, alcohol or marijuana while on the job.
- Using or possessing illegal or controlled substances, alcohol or marijuana while on the job (including the illegal use of prescription drugs and possessing drug paraphernalia)
- Distributing, selling, or purchasing of an illegal or controlled substance, alcohol or marijuana while on the job. ...

Violation of these rules and standards of conduct will not be tolerated. The Company also may bring the matter to the attention of appropriate law enforcement authorities.

In order to enforce this policy, the Company reserves the right to conduct searches of Company property or employees and/or their personal property, and to implement other measures necessary to deter and detect abuse of this policy.

An employee's conviction on a charge of illegal sale or possession of any controlled substance while off Company property will not be tolerated because such conduct, even though off duty, reflects adversely on THE COMPANY. In addition, the Company must keep people who sell or possess controlled substances off Company premises in order to keep the controlled substances themselves off the premises.

The Company will encourage and reasonably accommodate employees with alcohol, marijuana or drug dependencies to seek treatment and/or rehabilitation. Employees desiring such assistance should request a treatment or rehabilitation leave. The Company is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug, alcohol or marijuana use. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be reemployed or be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect the Company's treatment of employees who violate the regulations described previously. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

News Media Contacts

Employees may be approached for interviews or comments by the news media. Only contact

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people designated by the [REDACTED] may comment to news reporters on the Company policy or events relevant to The Company.

This policy does not limit an employee's right to discuss the terms and conditions of his or her employment, or to try and improve these conditions.

Off-Duty Conduct

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

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

Other Employment

While employed by the Company, employees are expected to devote their energies to their jobs with the Company.

Employment that directly conflicts with the Company's essential business interests and disrupts business operations is strictly prohibited.

Employees who wish to engage in additional employment that may create a real conflict of interest must submit a written request to the Company explaining the details of the additional employment. If the additional employment is authorized, the Company assumes no responsibility for it. The Company shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

Political Activity

Many employees participate in political activities on their own time. Company time, facilities, property or equipment (including all computers, networks, and electronic equipment) must

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not be used for an employee's outside political activities. The Company will not reimburse any employee for political contributions, and employees should not attempt to receive or facilitate such reimbursements.

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

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

Prohibited Conduct

Employees are expected to conduct themselves in a manner to further the Company's objectives. The following conduct is prohibited and will not be tolerated by THE COMPANY. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and Company operations also may be prohibited and will result in disciplinary action up to and including termination.

- Falsifying employment records, employment information, or other Company records;
- Inefficient or careless performance of job responsibilities or inability to perform job duties satisfactorily;
- Recording the work time of another employee or allowing any other employee to record your work time, or falsifying any time card, either your own or another employee's;
- Theft and deliberate or careless damage or destruction of any Company property, or the property of any employee or customer;
- Removing or borrowing Company property without prior authorization;
- Unauthorized use or misuse of Company equipment, time, materials, or facilities;
- Provoking a fight or fighting during working hours or on Company property;
- Participating in horseplay or practical jokes on Company time or on Company premises;
- Carrying firearms or any other dangerous weapons on Company premises at any time;
- Causing, creating or participating in a disruption of any kind during working hours on

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Company property;

- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management;
- Using abusive, threatening or intimidating language at any time on Company premises;
- Violation of Company punctuality and attendance policies. Absences protected by state or federal law do not count as violations of this policy. Protected paid sick time under California law does not count as a violation of this policy;
- Failing to obtain permission to leave work for any reason during normal working hours, not including meal periods;
- Failing to observe working schedules, including rest and lunch periods;
- Sleeping or malingering on the job;
- Making or accepting personal telephone calls, including cell phone calls, of more than three minutes in duration during working hours, except in cases of emergency or extreme circumstances;
- Working overtime without authorization or refusing to work assigned overtime;
- Violation of dress standards;
- Violating any safety, health, security or Company policy, rule or procedure;
- Violation of the Company's drug and alcohol policy;
- Committing a fraudulent act or a breach of trust under any circumstances;
- Violating the Company's anti-harassment or equal employment opportunity policies; and
- Failing to promptly report work-related injury or illness.

This statement of prohibited conduct does not alter the Company's policy of at-will employment. Either you or the Company remain free to terminate the employment relationship at any time, with or without reason or advance notice.

Prohibited Use of Company Cell Phone While Driving

In the interest of the safety of our employees and other drivers, the Company employees are prohibited from using cell phones (including all smart phones) or other wireless communication devices (including laptops) while driving on Company business and/or Company time. This prohibition includes any use of the cell phone or other wireless communications device, such as answering or placing calls, engaging in conversations, texting, Web browsing or using any smart phone application while driving.

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If your job requires that you keep your cell phone or other wireless communication device turned on while you are driving, you must use a hands-free, voice-operated device at all times. Under no circumstances should employees place phone calls while operating a motor vehicle while driving on Company business and/or Company time. Violating this policy is a violation of law and a violation of Company rules.

Employees Under Age 18

A person under the age of 18 years is prohibited from driving a motor vehicle while using a wireless telephone, even if equipped with a hands-free device, or while using a mobile service device. The prohibition would not apply to such a person using a wireless telephone or a mobile service device for emergency purposes. Violating this policy is a violation of law and a violation of Company rules.

Writing, sending, or reading text-based communication - including text messaging, instant messaging, e-mail, web browsing and use of smart phone applications - on a wireless device or cell phone while driving is also prohibited under this policy. Violating this policy is a violation of law and a violation of Company rules.

You must also safely pull off the road before conducting Company business.

Punctuality and Attendance

As an employee of the Company, you are expected to be punctual and regular in attendance. Any tardiness or absence causes problems for your fellow employees and your supervisor. When you are absent, your assigned work must be performed by others.

Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized Company business. Late arrivals, early departures or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided.

If you are unable to report for work on any particular day, you must provide reasonable advance notice to your supervisor before the time you are scheduled to begin working for that day. You must inform your supervisor of the expected duration of any absence. If you fail

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to provide reasonable advance notice before your scheduled time to begin work and do not arrive in time for your assigned shift, you will be considered tardy for that day. If the circumstances for your tardiness or absence were unforeseen, inform your supervisor as soon as practicable of the reason for the tardiness or absenteeism.

Excessive absenteeism or tardiness, providing false information or abuse of leave laws will not be tolerated. Generally, if you fail to report for work without any notification to your supervisor and your absence continues for a period of _____, the Company will consider that you have voluntarily abandoned or quit your employment.

Absences protected by local, state and federal law do not count as a violation of the punctuality and attendance policy. Paid sick time protected under California law does not count as a violation of this policy.

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Advances

The Company does not permit advances against paychecks or against unaccrued vacation.

Reporting-Time Pay

The Company will comply with all applicable regulations regarding reporting-time pay for nonexempt employees.

The Company will pay a minimum of two hours of pay to employees who are required to report to work on a day other than their normally scheduled workday.

The Company will not pay employees who report to work but are unable to work under the following circumstances:

- Interruption of work because of the failure of any or all public utilities; or
- Interruption of work because of natural causes or other circumstances beyond the Company's power to control.

Deductions for Exempt Employees

Employees paid on a "salary basis" regularly receive a predetermined amount of compensation each pay period. Subject to the exceptions listed below, exempt employees will receive full salary for any workweek in which they perform any work, regardless of the number of days or hours worked. Exempt employees may not be paid for any workweek in which they perform no work, subject to the Company benefits programs and policies.

No deductions from salary may be made for time when work is not available, provided the exempt employee is ready, willing, and able to work. Deductions from pay are permissible when an exempt employee:

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- Is absent from work for one or more full days for personal reasons other than sickness or disability;
- Is absent for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy, or practice of providing full compensation for salary lost due to illness and the employee has exhausted their leave under this policy;
- Is absent for jury duty or military duty for a full week and performs no work during the week; or
- Works less than a full week during the initial or final week of employment;

Partial day deductions from available accrued vacation or sick leave balances will also be made by the Company when applicable.

It is Company policy to comply with these salary basis requirements. Therefore, the Company prohibits all Company managers from making any improper deductions from the salaries of exempt employees. The Company wants employees to be aware of this policy and know that the Company does not allow deductions that violate federal or state law.

If you believe that an improper deduction from your salary has been made, you should immediately report this information to your direct supervisor, or to

[REDACTED]

Reports of improper deductions will be investigated promptly. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

Expense Accounts

The Company reimburses employees for business expenses on the [REDACTED] of each month. Employees who have expense accounts or who have incurred business expenses must submit required receipts and the [REDACTED] to [REDACTED] no later than the [REDACTED] of each month.

If you have any questions about the Company's expense reimbursement policy, contact [REDACTED].

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Makeup Time

The Company allows the use of makeup time when non-exempt employees need time off to tend to personal obligations. Makeup time worked will not be paid at an overtime rate. Employees may take time off and then make up the time later in the same workweek or may work extra hours earlier in the workweek to make up for time that will be taken off later in the workweek.

Makeup time requests must be submitted in writing to your supervisor, with your signature, on the Company-provided form. Requests will be considered for approval based on the legitimate business needs of the Company at the time the request is submitted. A separate written request is required for each occasion the employee requests makeup time.

If you request time off that you will make up later in the week, you must submit your request at least [redacted] in advance of the desired time off. If you request to work makeup time first in order to take time off later in the week, you must submit your request at least [redacted] before working the makeup time. Your makeup time request must be approved in writing before you take the requested time off or work makeup time, whichever is first.

All makeup time must be worked in the same workweek as the time taken off. The Company's seven-day workweek is Sunday and ends at midnight on the following Saturday. The Company's legal work day begins at [redacted] (e.g. 12:01 A.M.) and ends at [redacted] (e.g. midnight). Employees may not work more than 11 hours in a day or 40 hours in a workweek as a result of making up time that was or would be lost due to a personal obligation.

If you take time off and are unable to work the scheduled makeup time for any reason, the hours missed will normally be unpaid. However, your supervisor may arrange with you another day to make up the time if possible, based on scheduling needs. If you work makeup time in advance of time you plan to take off, you must take that time off, even if you no longer need the time off for any reason.

An employee's use of makeup time is completely voluntary. The Company does not encourage, discourage, or solicit the use of makeup time.

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Meal and Rest Periods

Rest Breaks

All nonexempt employees are entitled to uninterrupted rest break periods during their workday. If you are a nonexempt employee, you will be paid for all such break periods, and you will not clock out.

Number of Rest Breaks

You will be authorized and permitted one (1) 10-minute net rest break for every four (4) hours you work (or major fraction thereof, which is defined as any amount of time over two [2] hours). A rest break need not be authorized for employees whose total daily work time is less than three and one half (3.5) hours.

You will be relieved of all duty during your rest break periods. You are free to come and go as you please and are free to leave the premises. You are expected to return to work promptly at the end of any rest break.

If you work a shift from three and one-half (3.5) to six (6) hours in length you will be entitled to one (1) ten-minute rest break. If you work more than six (6) hours and up to 10 hours, you will be entitled to two (2) ten-minute rest breaks. If you work more than 10 hours and up to 14 hours, you will be entitled to three (3) ten-minute rest breaks.

For shifts in excess of 14 hours, you will continue to be entitled to additional paid 10-minute rest breaks for every four (4) hours you work, or major fraction thereof.

Timing of Rest Breaks

You are authorized and permitted to take a rest break in the middle of each four-hour 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.

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Meal Period

All nonexempt employees will be provided an uninterrupted unpaid meal period of at least 30 minutes if you work more than five (5) hours in a workday. You must clock out for your meal period. You will be permitted a reasonable opportunity to take this meal period, and you will be relieved of all duty. During your meal period, you are free to come and go as you please and are free to leave the premises. You are expected to return to work promptly at the end of any meal period.

If your total work period for the day is more than five hours per day but no more than six hours, you may waive the meal period. This cannot be done without the mutual consent of you and your supervisor. You must discuss any such waiver with your supervisor in advance.

The waiver must be in writing.

Timing of Meal Period

Your meal period will be provided no later than the end of your fifth hour of work. For example, if you begin work at 8:00 a.m., you must start your meal period by 12:59 p.m. (which is before the end of your fifth hour of work).

Second Meal Period

If you work more than 10 hours in a day, you will be provided a second, unpaid meal period of at least 30 minutes. Again, you must clock out for your meal period. You will be permitted a reasonable opportunity to take this meal period, and you will be relieved of all duty. There will be no control over your activities during your meal period. During your meal period, you are free to leave the premises and are free to come and go as you please. You are expected to return to work promptly at the end of any meal period.

Depending on the circumstances, you may be able to waive your second meal period if you took the first meal period and if your total hours worked for the day is no more than twelve hours. This cannot be done without the mutual consent of you and your supervisor and must be in writing. You must discuss any such waiver with your supervisor in advance.

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day of work in one workweek, shall be paid at a rate one and one-half times the employee's regular rate of pay;

- Compensation for hours in excess of 12 in one workday and in excess of eight on the seventh consecutive workday in a workweek shall be paid at double the regular rate of pay; and
- Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.

Pay for Mandatory Meetings/Training

THE COMPANY will pay non-exempt employees for their attendance at meetings, lectures, and training programs under the following conditions:

- Attendance is mandatory;
- The meeting, course, or lecture is directly related to the employee's job;
- The employee who is required to attend such meetings, lectures, or training programs will be notified of the necessity for such attendance by their supervisor;
- The employee will be paid at the then applicable minimum wage for time spent at meetings, lectures, and training programs if the employee does not perform any productive work during such attendance;
- Employees who do perform productive work during attendance at meetings, lectures or training programs will be compensated at their regular rate of pay; and
- Any hours in excess of eight in a day or 40 in a week will be paid at the appropriate overtime rate, at the hourly rate in effect at the time the overtime work is being performed.

Payment of Wages

Paychecks are normally available at the [REDACTED] office. If you observe an error on your check, please report it immediately to your supervisor.

All employees of the Company are paid every other [REDACTED] for work performed during the previous two-week pay period. If a regular payday falls on a holiday, employees will be paid on [REDACTED].

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Settlement of commissions and payment of bonuses and incentives based on monthly financial statements are made on the _____ of the following month.

The Company offers automatic payroll deposit. You may begin and stop automatic payroll deposit at any time. To begin automatic payroll deposit, you must complete a form (available from the payroll department) and return it to payroll at least 10 days before the pay period for which you would like the service to begin. You should carefully monitor your payroll deposit statements for the first two pay periods after the service begins.

To stop automatic payroll deposit, complete the form available from the payroll department and return it to payroll at least 10 days before the pay period for which you would like the service to end. You will receive a regular payroll check on the first pay period after the receipt of the form, provided it is received no later than 10 days before the end of the pay period.

Recruitment Bonus

The Company wants to recruit quality applicants and in order to do so encourages employees to refer qualified candidates to the Company. If your referral is employed by the Company, a recruiting bonus of \$500 will be paid to employees under the following terms and schedule:

- Referrals will be paid only if the original employment application completed by the applicant contains the employee's name as the referral source.
- After the applicant has been hired and completed one month of service, the referring employee will be paid \$100.
- After the referral has completed six months of service, the referring employee will be paid \$200.
- After the referral has completed one year of service, the referring employee will be paid \$200.
- If the applicant is referred by more than one employee, the referral bonus will be split equally among the referring employees and paid on the same terms as above.

Timekeeping Requirements

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All nonexempt employees are required to use a [REDACTED] to record time worked for payroll purposes. All time worked must be accurately reported on your time record.

Employees must record their own time at the start and at the end of each work period. Employees must clock out for their meal period and record the start and end of the meal period.

Employees are not allowed to work "off the clock." Working off the clock violates company policy. Any work performed before or after a regularly scheduled shift must be approved in advance by your supervisor. If you perform any off-the-clock work, please report the work to your supervisor.

Employees also must record their time whenever they leave the building for any reason other than the Company business.

Employees will be required to certify that their time record is accurate.

Any handwritten marks or changes on the timecard must be initialed by a supervisor. Punching another employee's timecard, allowing another employee to punch your timecard, or altering a timecard is not permissible and is subject to disciplinary action.

Any errors on your timecard should be reported immediately to your supervisor.

Please also refer to the Company's Meal and Rest Break Policy.

Work Schedules

The Company is normally open for business between the hours of [REDACTED]. Your supervisor will assign your individual work schedule. All employees are expected to be at their desks or workstations at the start of their scheduled shifts, ready to work.

Exchanging work schedules with other employees is discouraged. However, if you need to exchange schedules, notify your supervisor, who may authorize an exchange if possible. Work schedule exchanges will not be approved for the mere convenience of an employee or if the exchange interferes with normal operations or results in excessive overtime.

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The workweek begins at 12:01 a.m. Sunday and ends at midnight on Saturday.

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Safety and Health

Employees Who Are Required to Drive

Employees whose job duties require them to drive a Company vehicle or their own vehicles for Company business will be required to show proof of current valid driving licenses and proof of insurability under the Company's policy or current effective insurance coverage before the first day of employment.

The Company participates in a system that regularly checks state Department of Motor Vehicles (DMV) records of all employees who are required to drive as part of their job.

If an employee is required to drive as part of their job, the Company retains the right to transfer to an alternative position, suspend, or terminate an employee whose license is suspended or revoked, or who fails to maintain personal automobile insurance coverage or who is uninsurable under the Company's policy.

Employees who drive their own vehicles on Company business will be reimbursed at the rate of [REDACTED] per mile.

Ergonomics

The Company is subject to Cal/OSHA ergonomics standards for minimizing workplace repetitive motion injuries. The Company will make necessary adjustments to reduce exposure to ergonomic hazards through modifications to equipment and processes and employee training. The Company encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines.

The Company believes that reduction of ergonomic risk is instrumental in maintaining an environment of personal safety and well-being and is essential to our business. We intend to provide appropriate resources to create a risk-free environment. If you have any questions about ergonomics, please contact [REDACTED].

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Fragrance Policy

We strive to maintain a fragrance-free workplace. Employees may not wear any of the following in the workplace or when on the job, regardless of location, if they may come in contact with customers or coworkers: cologne, after shave lotion, perfume, perfumed hand lotion, fragranced hair products, fragranced deodorants and/or similar products.

Health and Safety

All employees are responsible for their own safety, as well as that of others in the workplace. To help us maintain a safe workplace, everyone must be safety-conscious at all times. Report all work-related injuries or illnesses immediately to your supervisor or to the human resources department. In compliance with California law, and to promote the concept of a safe workplace, the Company maintains an Injury and Illness Prevention Program. The Injury and Illness Prevention Program is available for review by employees and/or employee representatives in the general manager's office.

In compliance with Proposition 65, the Company will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

Heat Illness

The Company is concerned with employee health and safety. Employees who work outside may be exposed to extreme temperatures or adverse working conditions, particularly in the summer months. All supervisors are trained in the recognition and prevention of heat illness. Employees who work outside are encouraged to frequently drink water. Employees who work outside are also allowed and encouraged to take a cool-down rest in the shade of at least five minutes (in addition to the time needed to access the shade) when needed to protect themselves from overheating. These preventative cool-down rests are paid time.

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

Inclement Weather/Natural Disasters

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In the event of severe weather or a natural disaster that prevents employees from safely traveling to and from work, the following leave policies will apply:

- Inclement weather: Conditions that excuse absence from work include: [REDACTED]. If weather conditions prevent you from safely traveling to work, you must notify [REDACTED] by phone, if telephone service is functional, or by any other available means. Employees may be paid for up to [REDACTED] day(s) per year when weather conditions prevent them from reaching the worksite. Absences in excess of [REDACTED] day(s) will be unpaid or will be deducted from accumulated vacation time.
- In the event of a natural disaster, the office will be closed if the building is damaged or highways leading to the office are damaged. For instructions on reporting to another location, contact the office immediately, if possible.

Recreational Activities and Programs

THE COMPANY or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

Security

The Company has developed guidelines to help maintain a secure workplace. Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Report any suspicious persons or activities to security personnel. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuable and/or personal articles in or around your workstation that may be accessible. The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks. You should immediately notify your supervisor when unknown persons are acting in a suspicious manner in or around the facilities, or when keys, security passes, or identification badges are missing.

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The Company's workplace security program is described in detail in the Company's Illness and Injury Prevention Program (IIPP).

Workplace Violence

The Company has adopted the following workplace violence policy to ensure a safe working environment for all employees.

The Company has zero tolerance for acts of violence and threats of violence. Without exception, acts and threats of violence are not permitted. All such acts and threats, even those made in apparent jest, will be taken seriously, and will lead to discipline up to and including termination.

Possession of non-work-related weapons on Company premises and at Company-sponsored events shall constitute a threat of violence.

It is every employee's responsibility to assist in establishing and maintaining a violence-free work environment. Therefore, each employee is expected and encouraged to report any incident which may be threatening to you or your co-workers or any event which you reasonably believe is threatening or violent.

You may report an incident to any supervisor or manager.

A threat includes, but is not limited to, any indication of intent to harm a person or damage Company property. Threats may be direct or indirect, and they may be communicated verbally or nonverbally. The following are examples of threats and acts that shall be considered violent - this list is in no way all-inclusive:

Example	Type of Threat
Saying, "Do you want to see your next birthday?"	Indirect
Writing, "Employees who kill their supervisors have the right idea."	Indirect
Saying, "I'm going to punch your lights out."	Direct
Making a hitting motion or obscene gesture	Nonverb

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	al
Displaying weapons	Extreme
Stalking or otherwise forcing undue attention on someone, whether romantic or hostile	Extreme
Taking actions likely to cause bodily harm or property damage	Acts of violence

The Company's workplace violence program is described in detail in the Company's Illness and Injury Prevention Program (IIPP).

Emergency Preparedness Plan

An Emergency Action & Evacuation Plan (herein referred to as an EAP) covers designated actions employers and employees must take to ensure employee safety from emergencies. Cal-OSHA regulations require employers to establish, implement and maintain an EAP. The program must be in writing and include the following elements:

- The preferred means of reporting fires and other emergencies;
- A system to alert and notify employees of an emergency;
- Evacuation types, procedures and emergency escape routes;
- Procedures for employees who remain to operate critical plan operations before they evacuate;
- A procedure to account for all employees after an emergency evacuation is completed;
- Rescue and medical duties for those employees who are able to perform them; AND
- Names or regular job titles of persons or departments who can be contacted for further information or explanation of duties under the plan.

This EAP is available for review. If you wish to see the Company's EAP, please contact:

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Termination

Employee References

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.

By policy, the Company discloses only the dates of employment and the title of the last position held of former employees.

Involuntary Termination and Progressive Discipline

Violation of the Company policies and rules may warrant disciplinary action. The Company has a system of progressive discipline that may include verbal warnings, written warnings, and suspension. The system is not formal, and the Company may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to, and including, immediate termination of employment. The Company's policy of progressive discipline in no way limits or alters the at-will employment relationship.

Reductions in Force

Under some circumstances, the Company may need to restructure or reduce its workforce. If restructuring our operations or reducing the number of employees becomes necessary, the Company will attempt to provide advance notice, if possible, to help prepare affected individuals. If possible, employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite.

In determining which employees will be subject to layoff, the Company will take into account, among other things, operation and requirements, the skill, productivity, ability, and past performance of those involved, and also, when feasible, the employee's length of service.

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Voluntary Resignation

Voluntary resignation results when an employee voluntarily quits their employment at the Company or fails to report to work for three consecutively scheduled workdays without notice to, or approval by, their supervisor (unless the absence is protected by law). All Company-owned property, including vehicles, keys, uniforms, identification badges, and credit cards, must be returned immediately upon termination of employment.

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Confirmation of Receipt

Confirmation of Receipt

I have received my copy of the Company's employee handbook. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the handbook.

I understand and agree that nothing in the employee handbook creates or is intended to create a promise or representation of continued employment and that employment at the Company is employment at-will; employment may be terminated at the will of either the Company or myself. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between the Company and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with the Company.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the Company. The Company reserves the right to change my hours, wages, and working conditions at any time. I understand and agree that other than the president of the Company, no manager, supervisor, or representative of the Company has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the president has the authority to make any such agreement and then only in writing, signed by the president.

Employee's Signature _____

Employee's Printed Name _____

Date _____

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Confirmation of Harassment Discrimination and Retaliation Prevention Policy

I have received my copy of the Company's Harassment, Discrimination and Retaliation Prevention policy. I understand and agree that it is my responsibility to read and familiarize myself with this policy.

I understand that the Company is committed to providing a work environment that is free from harassment, discrimination and retaliation. My signature certifies that I understand that I must conform to and abide by the rules and requirements described in this policy.

Employee's Signature _____

Employee's Printed Name _____

Date _____

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DISCLAIMER:

This is a general document prepared for the California Delivery Association (CDA) and not customized for any particular company. As such, any recipient should not rely on this document as attorney client advice or as creating an attorney-client relationship that a client can rely on, nor consider it a final, complete or up to date manual that meets company's needs. You should not rely on this as a full and complete document.

In the highly complex sphere of employment and labor law, only company specific manuals should be used after engaging a law firm to review company's specific needs and prepare a final manual. The recipient should contact Marron Lawyers (www.marronlaw.com) and/or their own counsel to confirm this manual is up to date (laws change yearly) and customized to the particulars of company's needs.

This handbook is not to be used without consultation with counsel. This handbook is not usable and must be developed in consultation of counsel. **This handbook is not to be used without consultation with counsel.** This handbook is not guaranteed to address all needed issues. The area of employment law changes constantly and therefore any changes or alterations will increase the risk of an inadequate manual.

Arbitration is not outlawed, but it is a highly complex legal issue. Should you want to pursue an arbitration agreement, please contact Nancy Droege at Marron Lawyers. She can be reached at (562) 432-7422

Provided to the CDA by Marron Lawyers (www.marronlaw.com). For further information, contact Paul Marron (pmarron@marronlaw.com) or Paul Arenas (parenas@marronlaw.com); telephone: (562) 432-7422.

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