

# AWI ACQUISTION COMPANY

## Employee Handbook

(California, August 2018)

## **ABOUT THIS HANDBOOK / DISCLAIMER**

**We prepared this handbook to assist employees in finding the answers to many questions that they may have regarding their employment with the AWI Acquisition Company. Please take the necessary time to read it.**

**We do not expect this handbook to answer all employee questions. Supervisors and Human Resources also will be a major source of information.**

**Neither this handbook nor any other verbal or written communication by a Management representative, is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation nor does it confer any contractual rights whatsoever. The Company adheres to the policy of employment at will, which permits the Company or the employee to terminate the employment relationship at any time, for any reason, with or without cause or notice.**

**No Company representative other than the CFO may modify at-will status and/or provide any special arrangement concerning terms or conditions of employment in an individual case or generally and any such modification must be in a signed writing.**

**Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate Company documents. These Company documents are always controlling over any statement made in this handbook or by any member of Management.**

**This handbook states only general Company guidelines. The Company may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to terminate employment at will, which may only be modified by an express written agreement signed by the employee and the CFO.**

**This handbook supersedes all prior handbooks.**

# Table of Contents

---

<b>Welcome Statement .....</b>	<b>6</b>
<b>Section 1 - Governing Principles of Employment.....</b>	<b>7</b>
1-1. Equal Employment Opportunity .....	7
1-2. Accommodation of Religious or Comparable Moral Beliefs .....	7
1-3. Americans with Disabilities Act (ADA) .....	8
1-4. Discrimination, Harassment, and Retaliation Prevention .....	8
1-5. Drug and Alcohol Free Workplace .....	11
1-6. Workplace Violence .....	11
1-7. Pay Transparency.....	12
<b>Section 2 - Operational Policies .....</b>	<b>13</b>
2-1. Immigration Law Compliance .....	13
2-2. Employment Applications .....	13
2-3. Employee Classifications.....	13
2-4. Introductory Period.....	14
2-5. Employment Records.....	14
2-6. Working Hours and Schedule.....	14
2-7. Emergency Closings .....	15
2-8. Timekeeping Procedures.....	16
2-9. Overtime.....	16
2-10. Travel Time for Nonexempt Employees .....	16
2-11. Safe Harbor Policy for Exempt Employees .....	17
2-12. Paychecks .....	18
2-13. Direct Deposit/Payroll Debit Card .....	19
2-14. Salary Advances.....	19
2-15. Performance Reviews .....	19
2-16. Record Retention.....	19
<b>Section 3 - Benefits.....</b>	<b>20</b>
3-1. Benefits Overview .....	20
3-2. Holidays.....	20
3-3. Vacations.....	21
3-4. Sick Time.....	22
3-5. Bereavement Leave .....	23
3-6. Jury Duty .....	24
3-7. Lactation Breaks.....	24
3-8. Insurance Programs.....	24
3-9. Workers' Compensation .....	25

3-10.	Employee Assistance Program (EAP).....	25
3-11.	401(k) Retirement Savings Plan .....	25
<b>Section 4 -</b>	<b>Leaves of Absence.....</b>	<b>26</b>
4-1.	Family and Medical Leave .....	26
4-2.	California Family Rights Act (CFRA) Leave .....	31
4-3.	California Paid Family Leave Benefits.....	36
4-4.	California Pregnancy Disability Leave .....	36
4-5.	California Voting Leave .....	38
4-6.	California Bone Marrow Donation Leave .....	38
4-7.	California Organ Donation Leave.....	38
4-8.	California Time Off for Military Spouses .....	39
4-9.	California Rehabilitation Leave.....	40
4-10.	California Literacy Assistance .....	40
4-11.	California Time Off for School Related Activities .....	40
4-12.	California Time Off for Victims of Domestic Violence, Sexual Assault or Stalking .....	41
4-13.	California Time Off for Emergency Rescue Workers.....	41
4-14.	California Time Off for Crime Victims .....	42
4-15.	California Heat Illness Prevention Policy (HIPP) .....	42
<b>Section 5 -</b>	<b>General Standards of Conduct .....</b>	<b>46</b>
5-1.	Workplace Conduct.....	46
5-2.	Punctuality and Attendance .....	47
5-3.	Use of Communication and Computer Systems .....	47
5-4.	Use of Social Media .....	48
5-5.	Personal and Company -Provided Portable Communication Devices.....	49
5-6.	Camera Phones/Recording Devices .....	50
5-7.	Inspections.....	50
5-8.	Smoking .....	50
5-9.	Telephone Calls, Postage and Personal Visits.....	51
5-10.	Solicitation and Distribution.....	51
5-11.	Bulletin Boards .....	51
5-12.	Confidential Company Information.....	51
5-13.	Conflict of Interest and Business Ethics .....	52
5-14.	Hiring Relatives/Employee Relationships .....	52
5-15.	Use of Facilities, Equipment and Property, Including Intellectual Property .....	53
5-16.	Health and Safety .....	53
5-17.	Employee Dress and Personal Appearance .....	54
5-18.	Publicity/Statements to the Media.....	54
5-19.	Operation of Vehicles.....	54
5-20.	Business Expense Reimbursements.....	55
5-21.	References .....	55

5-22.	If You Must Leave Us.....	55
5-23.	A Few Closing Words.....	56
<b>Section 6 -</b>	<b>Co-Employment with Oasis Outsourcing.....</b>	<b>57</b>
6-1.	Introduction .....	57
6-2.	Benefits Overview.....	58
6-3.	Unemployment Compensation .....	58
6-4.	Workers' Compensation and Safety.....	58
6-5.	Section 125 Cafeteria Plan .....	59
6-6.	Section 132 Parking and Transit.....	59
6-7.	Credit and Employment Verification .....	59
6-8.	Contact Information.....	61
<b>General Handbook Acknowledgment .....</b>		<b>62</b>
<b>Receipt of Discrimination, Harassment, and Retaliation Prevention Policy.....</b>		<b>63</b>

## **Welcome Statement**

For those of you who are commencing employment with AWI Acquisition Company (or the “Company”), let me extend a warm and sincere welcome. I hope you will enjoy your work here. I am glad to have you with us.

For those of you who have been with us, thank you for your past and continued service.

I extend to you my personal best wishes for your success and happiness here at AWI Acquisitions Company. I understand that it is our employees who provide the services that our customers rely upon, and who will grow and enable us to create new opportunities in the years to come.

Timothy Florian

CEO/President

## **Section 1 - Governing Principles of Employment**

### **1-1. Equal Employment Opportunity**

The Company is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, religion, creed, color, age, sex, sexual orientation, gender, gender identity, gender expression, alienage or national origin, citizenship status, ancestry, marital or familial status, civil union status, medical condition, AIDS/HIV, sickle cell trait, disability (mental and physical), genetic information, arrest record, military and veteran status, pregnancy, childbirth and related medical conditions, public assistance, local human rights commission activity, or any other characteristic protected by applicable federal, state, or local laws and ordinances. Our Management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, and general treatment during employment.

Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, termination, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the CFO. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. To ensure our workplace is free of artificial barriers, violation of this policy will lead to discipline, up to and including termination. All employees must cooperate with all investigations.

### **1-2. Accommodation of Religious or Comparable Moral Beliefs**

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

The Company has developed an accommodation process to assist employees, management, and Human Resources. Through this process, the Company has established a system of open communication between employees and the Company to discuss conflicts between religion and work and to take action to provide reasonable accommodation for employees' needs. The intent of this process is to ensure a consistent approach when addressing religious accommodation requests. Any employee who perceives a conflict between job requirements and religious belief, observance, or practice should bring the conflict and his/her request for accommodation to the attention of the CFO to initiate the accommodation process. Accommodation requests should be made in writing, and in the case of schedule adjustments, as far in advance as possible.

### **1-3. Americans with Disabilities Act (ADA)**

The Company complies with all applicable federal, state, and other laws concerning the employment of persons with disabilities. The Company does not discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, termination, compensation, training, or other terms, conditions, and privileges of employment. The Company will not tolerate harassment on the basis of disability. Any concerns regarding discrimination or harassment on the basis of a disability should be reported to the CFO. Bringing these concerns to Management's attention is protected under the policies of The Company forbidding retaliation.

The Company will provide reasonable accommodations to qualified individuals with disabilities who need them to perform the essential functions of their jobs unless the accommodation would impose an undue hardship on the operation of our business.

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

Employees who may need accommodations should notify the CFO. Employees are expected to cooperate with The Company and engage in an interactive process to determine what reasonable accommodations might be available. The Company will not allow any form of retaliation or discrimination against an individual who requests an accommodation for a disability.

### **1-4. Discrimination, Harassment, and Retaliation Prevention**

The Company does not tolerate and prohibits discrimination, harassment, or retaliation of or against job applicants, contractors, interns, volunteers, or employees by another employee, supervisor, vendor, customer, or any third party on the basis of actual or perceived race, religion, creed, color, age, sex, sexual orientation, gender, gender identity, gender expression, national origin, ancestry, marital status, civil union status, medical condition, disability (mental and physical), military and veteran status, pregnancy, childbirth and related medical conditions, or any other characteristic protected by applicable federal, state, or local laws and ordinances. The Company is committed to a workplace free of discrimination, harassment, and retaliation.

#### **Discrimination Defined**

Discrimination under this policy means treating differently or denying or granting a benefit to an individual because of the individual's protected characteristic.

#### **Harassment Defined**

Harassment is defined in this policy as unwelcome verbal, visual, or physical conduct creating an intimidating, offensive, or hostile work environment that interferes with work performance. Harassment can be verbal (including slurs, jokes, insults, epithets, gestures, or teasing), graphic (including offensive posters, symbols, cartoons, drawings, computer displays, or emails) or physical conduct (including physically threatening another, blocking someone's way, etc.) that denigrates or shows hostility or aversion towards an individual because of any protected characteristic. Such conduct violates this policy, even if it is not unlawful. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a professional and respectful manner.

## Sexual Harassment Defined

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, and other verbal or physical conduct of a sexual nature.

Examples of conduct that violates this policy include:

- unwelcome sexual advances, flirtations, advances, leering, whistling, touching, pinching, assault, blocking normal movement;
- requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
- obscene or vulgar gestures, posters, or comments;
- sexual jokes or comments about a person's body, sexual prowess, or sexual deficiencies;
- propositions or suggestive or insulting comments of a sexual nature;
- derogatory cartoons, posters, and drawings;
- sexually-explicit emails or voicemails (including instant messages or text messages);
- uninvited touching of a sexual nature;
- unwelcome sexually-related comments;
- conversation about one's own or someone else's sex life;
- conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
- teasing or other conduct directed toward a person because of the person's gender.

## Retaliation Defined

Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to:

- shunning or avoiding an individual who reports harassment, discrimination, or retaliation;
- express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination, or retaliation;
- denying employment benefits because an applicant or employee reported harassment, discrimination, or retaliation or participated in the reporting and investigation process described below.

**All discrimination, harassment, and retaliation is unacceptable in the workplace and in any work-related settings such as business trips and business-related social functions, regardless of whether the conduct is engaged in by a supervisor, co-worker, client, customer, vendor, or other third party.**

## Reporting Procedures

The following steps have been put into place to ensure the work environment is respectful, professional, and free of discrimination, harassment, and retaliation. If an employee believes someone has violated this policy or the Equal Employment Opportunity Policy, the employee should promptly bring the matter to the immediate attention of the CFO. (Phone numbers are available through the Company directory.) If this individual is the person toward whom the complaint is directed the employee should contact any higher level manager in the reporting chain.

If the employee makes a complaint under this policy and has not received a satisfactory response within five (5) business days, he/she should contact the CEO immediately. (Phone numbers are available through the Company directory.)

Every supervisor who learns of any employee's concern about conduct in violation of this policy, whether in a formal complaint or informally, must immediately report the issues raised to the CFO or another member of the Company's senior management.

While employees are encouraged to report claims internally, if an employee believes that he/she has been subjected to harassment, discrimination, or retaliation, he/she may file a formal complaint with a government agency. Using the Company's complaint process does not prohibit an employee from filing a complaint with a government agency.

<b>Department of Fair Employment and Housing (DFEH)</b>
2218 Kausen Drive, Suite 100 Elk Grove, CA 95758 <a href="http://www.dfeh.ca.gov/">http://www.dfeh.ca.gov/</a> Toll Free: (800) 884-1684 Phone: (916) 227-0551 TDD: (800) 700-2320 Fax: (916) 227-2859

## **Investigation Procedures**

Upon receiving a complaint, The Company will promptly conduct a fair and thorough investigation into the facts and circumstances of any claim of a violation of this policy or our Equal Employment Opportunity policy. To the extent possible, The Company will endeavor to keep the reporting employee's concerns confidential. However, complete confidentiality may not be possible in all circumstances.

During the investigation, The Company generally will interview the complainant and the accused, conduct further interviews as necessary and review any relevant documents or other information. Upon completion of the investigation, the Company shall determine whether this policy has been violated based upon its reasonable evaluation of the information gathered during the investigation. The Company will inform the complainant and the accused of the results of the investigation.

The Company will take corrective measures against any person who it finds to have engaged in conduct in violation of this policy, if the Company determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension, or immediate termination. Anyone, regardless of position or title, who the Company determines has engaged in conduct that violates this policy will be subject to discipline, up to and including termination.

Remember, The Company cannot remedy claimed discrimination, harassment, or retaliation unless employees bring these claims to the attention of management. Employees should not hesitate to report any conduct which they believe violates this policy.

## **1-5. Drug and Alcohol Free Workplace**

To help ensure a safe, healthy and productive work environment for our employees and others, to protect Company property, and to ensure efficient operations, the Company has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for the Company.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances, drug paraphernalia or alcohol by an individual anywhere on Company premises, while on Company business (whether or not on Company premises) or while representing the Company, is strictly prohibited. Employees and other individuals who work for the Company also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work. However, this does not extend any right to report to work under the influence of medical marijuana or to use medical marijuana as a defense to a positive drug test, to the extent an employee is subject to any drug testing requirement and/or to the extent permitted by and in accordance with applicable law. This restriction does not apply to responsible drinking of alcohol at business meetings and related social outings.

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

The Company maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs, or jeopardizes the health and safety of any Company employee, including themselves.

## **1-6. Workplace Violence**

The Company is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to Company and personal property.

We do not expect employees to become experts in psychology or to physically subdue a threatening or violent individual. Indeed, we specifically discourage employees from engaging in any physical confrontation with a violent or potentially violent individual. However, we do expect and encourage employees to exercise reasonable judgment in identifying potentially dangerous situations.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in Company policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or supervisor; attempts to sabotage the work or equipment of a

co-worker; blaming others for mistakes and circumstances; demonstrating a propensity to behave and react irrationally.

## **Prohibited Conduct**

Threats, threatening language or any other acts of aggression or violence made toward or by any Company employee WILL NOT BE TOLERATED. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, employees and visitors are prohibited from carrying weapons onto Company premises.

## **Procedures for Reporting a Threat**

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of Management with whom the employee feels comfortable. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede our ability to investigate and respond to the complaints. All threats will be promptly investigated. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If the Company determines, after an appropriate good faith investigation, that someone has violated this policy, the Company will take swift and appropriate corrective action.

If an employee is the recipient of a threat made by an outside party, he/she should follow the steps detailed in this section. It is important for the Company to be aware of any potential danger in our offices. Indeed, we want to take effective measures to protect everyone from the threat of a violent act by an employee or by anyone else.

## **1-7. Pay Transparency**

The Company will not terminate or in any other manner discriminate against employees or applicants because they have inquired about, discussed or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is: (a) in response to a formal complaint or charge; (b) in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the Company; or (c) consistent with the Company's legal duty to furnish information.

## **Section 2 - Operational Policies**

### **2-1. Immigration Law Compliance**

The Company is committed to employing only United States citizens and aliens who are authorized to work in the United States while at the same time recognizing its obligation to avoid discrimination on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, and other applicable federal laws, all employees must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility as a condition of employment. Former employees who are rehired must also complete the form if they have not completed an I-9 with The Company within the past three (3) years or if their previous I-9 is no longer retained or valid.

The Company will periodically review I-9 documentation to re-verify employment eligibility. Employees may be required to provide updated documentation to support continued employment.

Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

### **2-2. Employment Applications**

The Company relies upon the accuracy of information contained in each individual's employment application, as well as the accuracy of other data presented throughout the hiring process or obtained during employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in disqualification from further consideration for employment or, if already hired, termination of employment.

### **2-3. Employee Classifications**

For purposes of this handbook, all employees fall within one of the classifications below.

**Full-Time Employees** - Employees who regularly work at least 30 hours per week who were not hired on a temporary basis.

**Part-Time Employees** - Employees who regularly work fewer than 30 hours per week who were not hired on a temporary basis.

**Temporary Employees** - Employees who were hired for a specific short-term project, or on a per diem or temporary basis. Temporary employees generally are not eligible for Company benefits, but are eligible to receive statutory benefits.

In addition to the above classifications, employees are categorized as either "**exempt**" or "**nonexempt**" for purposes of federal and state wage and hour laws. Employees classified as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. Such salary may be paid less frequently than weekly. Employees will be informed of their classifications upon hire and informed of any subsequent changes to their classifications.

## **2-4. Introductory Period**

The first 90 days of employment is an Introductory Period. This is an opportunity for the Company to evaluate the employee's performance. It also is an opportunity for the employee to decide whether he/she is happy being employed by the Company. The Company may extend the Introductory Period if it desires. Completion of the Introductory Period does not alter an employee's at-will status. The Company will endeavor to conduct a formal performance review at the end of the employee's Introductory Period.

## **2-5. Employment Records**

In order to obtain a position with the Company, each employee provided us with personal information, such as their address and telephone number. This information is contained in each employee's personnel file.

Employees must keep their personnel files up to date by informing the CFO of any changes. Also, employees must inform the CFO of any specialized training or skills they may acquire in the future, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach an employee in a crisis could cause a severe health or safety risk or other significant problem.

Certain positions may require licenses, certifications and/or testing, i.e., driver's license, CPR certification. Employees are asked to maintain such licenses, certifications, etc., and present them to Management in accordance with position requirements. Any changes in the status of such items must be reported immediately to the CFO.

## **2-6. Working Hours and Schedule**

The Company normally is open for business from 6 AM to 6 PM, Monday through Friday. Employees will be assigned a work schedule and will be expected to begin and end work according to the schedule. To accommodate the needs of our business, at some point we may need to change individual work schedules on either a short-term or long-term basis.

### **Rest Breaks**

Nonexempt employees who work three-and-one-half (3½) or more hours per day are provided one 10-minute rest break for every four (4) hours or major fraction thereof worked. For purposes of this policy, "major fraction" means any time greater than two (2) hours. For example, if an employee works more than six (6) hours, but no more than ten (10) hours in a workday, he/she is provided and should take two 10-minute rest breaks: one during the first half of the shift and a second rest break during the second half of the shift. Employees who work more than ten (10) hours but no more than 14 hours in a day are provided, and should take, three 10-minute rest breaks, and so on.

Rest breaks should be taken as close to the middle of each work period as is practical.

Employees are encouraged to take their rest breaks; they are not expected to and should not work during their rest breaks. Nonexempt employees are paid for all rest break periods. Accordingly, employees do not need to clock out when taking a rest break.

## **Meal Periods**

Employees who work more than five (5) hours in a workday are provided an unpaid, off-duty meal period of at least 30 minutes. If six (6) hours of work will complete the day's work, employees may voluntarily waive their meal period in writing. Employees who would like to sign and submit a form that waives their right to a meal period if they work no more than six (6) hours in a day should see the CFO. Employees who work more than ten (10) hours in a day are entitled to a second unpaid, off-duty 30-minute meal period. If an employee works no more than 12 hours, the employee can waive his/her second meal period, but only if the first one was not waived in any manner. Any waiver of the second meal period must be in writing and submitted before the second meal period. Employees who would like to sign and submit a form that waives their right to a second meal period, as explained above should see the CFO. Employees who work more than 12 hours may not waive and should take their second unpaid, off-duty 30-minute meal period.

Employees are responsible for scheduling their own meal periods, but it should begin no later than the end of their fifth hour of work. For example, an employee who begins working at 8:00 a.m. must begin his/her meal period no later than 1:00 p.m. When scheduling meal periods, employees should try to anticipate work flow and deadlines. Employees are encouraged to and should take their meal periods; they are not expected to work during their meal periods.

During meal periods, employees are relieved of all duty and should not work during this time. When taking meal periods, employees should be completely off work for at least 30 minutes. Employees are prohibited from working "off the clock" during their meal periods. Those employees who use a time clock must clock out for their meal periods. These employees are expected to clock back in and then promptly return to work at the end of any meal period. Those employees who record their time manually must accurately record their meal periods by recording the beginning and end of each work period.

Unless otherwise directed by their supervisor in writing, employees do not need to obtain their supervisor's approval or notify their supervisor when they take their meal period.

## **General Requirements for Rest Breaks and Meal Periods**

All rest breaks and meal periods must be taken outside of the work area. Employees should not visit or socialize with co-workers who are working while they are taking their rest breaks or meal periods. Employees may leave the premises during their meal periods.

Employees are required to immediately notify their supervisor, manager, or Human Resources if they believe they are being pressured or coerced by any manager, supervisor, or other employee to not take any portion of a provided rest break or meal period.

## **2-7. Emergency Closings**

At times, emergencies such as severe weather, fires, power failures, or earthquakes, can disrupt Company operations. In extreme cases, these circumstances may require the closing of a work facility.

When operations are officially closed due to emergency conditions, the time off from scheduled work for nonexempt employees will be unpaid.

However, with supervisory approval, employees may use available paid leave time, such as unused vacation or personal day benefits. Employees in essential operations may be asked to work on a day when operations are officially closed. In these circumstances, employees who work will receive regular pay. The Company reserves the right, at the discretion of the CFO, to pay employees during emergency closings.

## **2-8. Timekeeping Procedures**

Employees must record their actual time worked for payroll and benefit purposes. Nonexempt employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, on forms as prescribed by Management.

Altering, falsifying or tampering with time records is prohibited and subjects the employee to discipline, up to and including termination.

Nonexempt employees may not start work until their scheduled starting time.

It is each employee's responsibility to sign his/her time record to certify the accuracy of all time recorded. Any errors in employee time records should be reported immediately to the employee's supervisor, who will attempt to correct legitimate errors.

## **2-9. Overtime**

Like most successful companies, we experience periods of extremely high activity. During these busy periods, additional work is required from all of us. The employee's supervisor is responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide employees with adequate advance notice in such situations.

Nonexempt employees will generally be paid overtime at the rate of time and one-half (1.5) times their normal hourly wage for all hours worked in excess of eight (8) hours in one day or 40 hours in one week, or for the first eight (8) hours worked on the seventh day in the same workweek.

Nonexempt employees will generally be paid double-time for hours worked in excess of 12 in any workday or in excess of eight (8) on the seventh day of the workweek.

Employees may work overtime only with management authorization.

For purposes of calculating overtime for nonexempt employees, the workweek begins on Monday and ends on Sunday.

## **2-10. Travel Time for Nonexempt Employees**

### **Overnight, Out-of-Town Trips**

Nonexempt employees will be compensated for time spent traveling (except for meal periods) during their normal working hours, on days they are scheduled to work and on unscheduled work days (such as weekends).

Travel time is compensated outside of normal work hours when commute is in excess of normal commute time. The employee would also be entitled to reimbursement for mileage in excess of his/her regular commute. Nonexempt employees also will be paid for any time spent performing job duties during otherwise non-compensable travel time; however, such work should be limited absent advance Management authorization.

### **Out-of-Town Trips for One Day**

Nonexempt employees who travel out of town for a one-day assignment will be paid for all travel time, except for, among other things: (i) time spent traveling between the employee's home and the local railroad, bus or plane terminal in excess of normal commute time; and (ii) meal periods.

### **Local Travel**

Nonexempt employees will be compensated for time spent traveling from one job site to another job site during a workday. The trip home, however, is non-compensable when an employee goes directly home from his/her final job site, unless it is much longer than his/her regular commute home from the regular worksite or the employee is provided and REQUIRED to use a Company vehicle for transportation to and from worksites. In such case, the portion of the trip home in excess of the regular commute is compensable.

### **Commuting Time**

Under the Portal to Portal Act, travel from home to work and from work to home is generally non-compensable. However, if a nonexempt employee regularly reports to a worksite near his/her home, but is required to report to a worksite farther away than the regular worksite, the additional time spent traveling is compensable.

If compensable travel time results in more than 40 hours worked by a nonexempt employee, the employee will be compensated at an overtime rate of one and one-half times the regular rate.

To the extent that applicable state law provides greater benefits, state law applies and California nonexempt employees will be paid for travel time in accordance with state law.

## **2-11. Safe Harbor Policy for Exempt Employees**

It is our policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure that employees are paid properly and that no improper deductions are made, employees must review their pay stubs promptly to identify and report all errors.

Employees classified as exempt salaried employees will receive a salary which is intended to compensate them for all hours they may work for the Company. This salary will be established at the time of hire or when the employee becomes classified as an exempt employee.

While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work the employee performs.

Under federal and state law, an employee's salary is subject to certain deductions. For example, unless state law requires otherwise, an employee's salary can be reduced for the following reasons:

- Full-day absences for personal reasons other than sickness or disability.
- Full-day absences for sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to sickness or disability.
- FMLA/CFRA and related absences (either full- or partial-day absences).
- To offset amounts received as payment from the court for jury and witness fees or from the military as military pay.
- The first or last week of employment in the event the employee works less than a full week.
- Any full work week in which the employee does not perform any work.

An employee's salary may also be reduced for certain types of deductions such as his/her portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any work week in which the employee performed any work, his/her salary will not be reduced for any of the following reasons:

- Partial day absences for personal reasons, sickness or disability, *or*
- The employee's absence on a day because the Company has decided to close a facility on a scheduled work day; *or*
- Absences for jury duty, attendance as a witness, or military leave in any week in which the employee has performed any work (subject to any offsets as set forth above); *or*
- Any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to an employee's accumulated leave for full or partial day absences for personal reasons, sickness or disability.

An employee who believes he/she has been subject to any improper deductions should immediately report the matter to his/her supervisor. If his/her supervisor is unavailable or if the employee believes it would be inappropriate to contact that person (or if the employee has not received a prompt and fully acceptable reply), the employee should immediately contact the CFO.

## **2-12. Paychecks**

Employees will be paid semi-monthly for all the time they have worked during the past pay period.

The payroll stub itemizes deductions made from the employee's gross earnings. By law, the Company is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. The payroll stub will also differentiate between regular pay received and overtime pay received.

An employee who believes there is an error with his or her pay should bring the matter to the attention of the CFO immediately so the Company can resolve the matter quickly and amicably.

An employee's paycheck will be given only to him/her, unless the employee has requested that it be mailed, or authorizes in writing another person to accept his/her check for him/her.

If an employee's paycheck is lost, he/she must notify the CFO immediately to ensure a new check may be issued. Employees may be charged for any fees associated with stopping payment on a check.

### **2-13. Direct Deposit/Payroll Debit Card**

The Company strongly encourages employees to use direct deposit. Authorization forms are available from the CFO or the Oasis Outsourcing Employee Services website.

Employees that do not have the ability to do direct deposit have the option of getting a payroll debit card through Oasis Outsourcing and MoneyNetwork®.

For more information, please refer to the "payroll debit card information" section of the "Forms/Documents" menu on the Oasis Outsourcing Employee Services website.

### **2-14. Salary Advances**

The Company does not permit advances on paychecks or against available paid time off.

Advance pay for scheduled, approved paid time off is not permitted. Employees will receive this pay on their regularly scheduled payday.

### **2-15. Performance Reviews**

Depending on position and classification, The Company endeavors to review each employee's performance upon completion of the 90 day Introductory Period and as warranted thereafter. However, employees should understand that a positive performance evaluation does not guarantee an increase in salary, a promotion, or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of Management.

In addition to these formal performance evaluations, the Company encourages employees and their supervisors to discuss job performance on a frequent and ongoing basis.

### **2-16. Record Retention**

The Company acknowledges its responsibility to preserve information relating to litigation, audits and investigations. Failure on the part of employees to follow this policy can result in possible civil and criminal sanctions against the Company and its employees and possible disciplinary action against responsible individuals (up to and including termination of employment). Each employee has an obligation to notify the President of a potential or actual litigation, external audit, investigation or similar proceeding involving the Company that may have an impact on record retention protocols.

## **Section 3 - Benefits**

### **3-1. Benefits Overview**

In addition to good working conditions and competitive pay, eligible employees are provided a wide range of benefits. A number of the programs (such as Social Security, Workers' Compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law. Other benefits and programs may have eligibility requirements. Benefits eligibility is dependent upon a variety of factors, including employee classification. The CFO can identify the programs for which employees are eligible.

The Company reserves the right to amend or withdraw any or all of the benefits programs at its sole discretion at any time, with or without notice.

### **3-2. Holidays**

Regular full time employees who are scheduled for and work 32 or more hours per week are eligible for the following paid holidays. Exempt employees will be paid in accordance with the requirements of the Federal Fair Labor Standards Act (FLSA):

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

One additional day as scheduled by the Company at the beginning of each year

Usually these holidays are observed on the actual date of the holiday. However, when one of the above holidays falls on a Saturday, the holiday will generally be observed on the preceding Friday; if the holiday falls on a Sunday, it will generally be observed on the following Monday.

Unless previously approved by Management, nonexempt employees must work their entire shift on their regularly scheduled work days preceding and following the holiday to be eligible to receive pay for the holiday.

When holidays fall or are celebrated on a regular work day, eligible employees will receive one (1) day's pay at their regular straight-time rate. Eligible nonexempt employees who are called in to work on a holiday will receive one (1) day's pay at their regular straight-time rate, and an additional payment of straight-time for the actual time they work that day, or the eligible employee will receive an additional day off for working on the holiday at the option of the Company.

Holiday pay will not be counted as hours worked for the purposes of determining overtime pay.

If a holiday falls within an eligible employee's approved vacation period, the eligible employee will be paid for the holiday (at the regular straight-time rate) in lieu of the vacation day.

If a holiday falls within a jury duty or bereavement leave, the eligible employee will be paid for the holiday (at the regular straight-time rate).

### 3-3. Vacations

Vacation time off with pay is available to regular full time employees who are scheduled for and work 32 or more hours per week.

Vacation Accumulation:

Full time employees hired on or after January 1, 2007

Years of Service	Vacation Accumulation Per Pay Period	Maximum Annual Accumulation Amount	Vacation Accumulation Cap
0 to 6	3.34 hours	80 hours	160 hours
7 and above	5.00 hours	120 hours	240 hours

Full time employees before January 1, 2007

Years of Service	Vacation Accumulation Per Pay Period	Maximum Annual Accumulation Amount	Vacation Accumulation Cap
0 to 4	3.34 hours	80 hours	160 hours
5 to 14	5.00 hours	120 hours	240 hours
15 and above	6.67 hours	160 hours	320 hours

During an unpaid leave of absence, employees will not accumulate vacation time.

The length of eligible service is calculated on the basis of anniversary year.

To take vacation, employees must request approval from their supervisor at least one (1) week in advance of the anticipated time off. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. Although we will attempt to accommodate a timely vacation request, we cannot guarantee that such a request will be granted on all occasions. In case of a conflict between two vacation requests, we will generally use length of service with the Company as a baseline for determination, although certain exceptions may apply in a particular case.

Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

Vacation time will not be counted as hours worked for the purposes of determining overtime pay.

Unused, accumulated vacation is carried over into the following anniversary year. Accumulations are capped at a maximum of 200% of the annual accumulation amount, at which time accumulations will cease until the balance falls below the cap, at which time accumulations will resume.

Terminated employees will be paid unused, accumulated vacation upon separation.

### **3-4. Sick Time**

#### **Eligibility**

The Company provides paid sick leave to employees who, on or after July 1, 2016, work in the City of Los Angeles for the Company for 30 days or more within a year from the commencement of employment and who, in a particular week, perform at least two (2) hours of work per week for the Company in the City of Los Angeles. For employees who work in the City of Los Angeles who are eligible for paid sick time under the general Paid Sick Time policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Paid Sick Time policy and/or any other applicable sick time/leave law or ordinance.

Employees receive 48 hours of paid sick leave at the time of hire and then each year thereafter on January 1<sup>st</sup>. Once an employee completes 90 days of employment, he/she may begin to use his/her paid sick leave. Unused paid sick leave does not carry over from one calendar year to the next; instead, an employee receives a full allotment of paid sick leave each calendar to use during that calendar year.

#### **Usage**

Employees can use available paid sick leave on the 90th day of employment. Paid sick leave must be used in minimum increments of one (1) hour initially and then in 15 minute increments thereafter. Employees cannot use more than 48 hours of paid sick leave per year.

Paid sick leave may be used for the following reasons:

- For diagnosis, care or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member (meaning a child, including a biological, adopted or foster child, stepchild, legal ward or a child to whom the employee stands in loco parentis, all regardless of age or dependency status; spouse; registered domestic partner; parent, including biological, adoptive or foster parent, stepparent or legal guardian of an employee or the employee's spouse or registered domestic partner or a person who stood in loco parentis when the employee was a minor child; grandparent; grandchild; sibling; or any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship); *or*
- For an employee who is a victim of domestic violence, sexual assault or stalking:
  - to obtain or attempt to obtain a temporary restraining order, restraining order or other injunctive relief; *or*
  - to help ensure the health, safety or welfare of the victim or the victim's child; *or*
  - to seek medical attention for injuries caused by domestic violence, sexual assault or stalking; *or*
  - to obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking; *or*

- to obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking; *or*
- to participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault or stalking, including temporary or permanent relocation.
- Any other reason required by applicable law.

The Company will assume absences for covered reasons are requests for earned sick leave, and therefore deductions from paid sick leave balances will be applied against earned sick leave balances consistent with this policy unless employees advise the CFO otherwise.

### **Notice and Documentation**

Notice to a supervisor may be given orally or in writing. If the need for paid sick leave is foreseeable, the employee must provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee must provide notice of the need for the leave as soon as practicable. To the maximum extent permitted by applicable law, the Company may require an employee to provide reasonable documentation of an absence from work for which paid sick leave is or will be used.

### **Payment**

Eligible employees will receive payment for paid sick leave, at their normal base rate of pay unless otherwise required by applicable law, by the next regular payroll period after the leave was taken, and in no event will the rate of pay be less than the Los Angeles or California minimum wage, whichever is higher.

Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

Unused paid sick leave will not be paid out upon separation of employment. If an employee's employment with the Company ends and the employee is rehired by the Company within one (1) year from the date of separation, the amount of unused paid sick leave at time of separation will be reinstated. The employee will be eligible to use his/her previously unused paid sick leave. If the employee is rehired after one (1) year of separation, the Company will not reinstate the unused paid sick leave balance.

### **Enforcement and Retaliation**

Retaliation or discrimination against an employee who requests paid sick leave or uses paid sick leave, or both, is prohibited, and employees may file a complaint with the California Labor Commissioner or the appropriate City designated administrative agency against an employer who retaliates or discriminates against the employee.

If employees have any questions regarding this policy, they should contact the CFO.

### **3-5. Bereavement Leave**

We know the death of a family member is a time when employees wish to be with the rest of their family. Full time employees who are scheduled for and work 32 or more hours per week that lose a close relative will be allowed paid time off of up to three (3) days to assist in attending to their obligations and commitments.

For the purposes of this policy, a close relative includes a spouse, domestic partner, child, parent, spouse's child, or any other relation required by applicable law.

Paid bereavement leave days may only be taken on regularly scheduled, consecutive workdays following the day of death. Employees must inform their supervisor prior to commencing bereavement leave. In administering this policy, the Company may require verification of death.

### **3-6. Jury Duty**

The company realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law.

Employees are expected, however, to provide the Company with proper notice of a request to perform jury duty and verification of their service.

Employees also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury duty.

Employees on jury duty leave will be paid for their jury duty service in accordance with state law; however, exempt employees will be paid their full salary for any week in which time is missed due to jury duty if work is performed for the Company during such week.

### **3-7. Lactation Breaks**

The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for her infant child, for one (1) year after the child's birth, in accordance with and to the extent required by applicable law. The break time, if possible, must run concurrently with rest and meal periods already provided to the employee. If the break time cannot run concurrently with rest and meal periods already provided to the employee, the break time will be unpaid, subject to applicable law.

The Company will make reasonable efforts to provide the use of a functional room or location other than a toilet stall for the employee to express milk in private that is free from intrusion from co-workers and the public that includes access to an electrical outlet. This location may be the employee's private office, if applicable. The Company may not be able to provide additional break time if doing so would seriously disrupt the Company's operations, subject to applicable law. Employees should consult the Human Resources Department if they have questions regarding this policy.

Employees should advise Management if they need break time and an area for this purpose. Employees will not be discriminated against or retaliated against for exercising their rights under this policy.

### **3-8. Insurance Programs**

The Company makes various benefits available to employees. To learn about them and to determine eligibility, employees should consult the Summary of Benefits and Coverage (SBC) and other material available for each plan.

### **3-9. Workers' Compensation**

On-the-job injuries are covered by Workers' Compensation Insurance, which is provided at no cost to employees. If an employee is injured on the job, no matter how slightly, the incident must be reported immediately to the employee's supervisor. Failure to follow Company procedures may affect the employee's ability to receive Workers' Compensation benefits.

This is solely a monetary benefit and not a leave of absence entitlement. Any leave of absence due to a workplace injury runs concurrently with all other Company leaves of absence. Reinstatement from leave is guaranteed only if required by law. Employees who need to miss work due to a workplace injury must also request a formal leave of absence.

For more information, employees should refer to the Leaves of Absence section of this handbook.

### **3-10. Employee Assistance Program (EAP)**

The Company provides an Employee Assistance Program (EAP) to employees and their immediate family members to assist with problems such as depression, marital and family issues, grief, drug and alcohol problems, job-related stress, financial difficulties, and other personal matters.

A 24-hour toll-free EAP telephone line is staffed by professional behavioral specialists. All information relating to an employee's EAP participation is strictly confidential. EAP records are maintained only by the EAP provider.

Employees can receive assistance through self-referral or supervisory referral. To initiate a self-referral or request information, employees can contact the EAP provider, Unum, directly, 24 hours a day, at (800) 854-1446 for English, (877) 858-2147 for Spanish, or (800) 999-3004 for TTY/TDD.

### **3-11. 401(k) Retirement Savings Plan**

Employees may be eligible to participate in the Company's 401(k) Retirement Savings Plan. Participation in the plan is voluntary. For more details on the plan specifics, employees should consult their worksite employer.

Employees may be eligible to participate in the plan after completing the service eligibility requirements set by the plan. Eligible employees may participate in the 401(k) Retirement Savings Plan subject to all terms and conditions of the plan.

The 401(k) Retirement Savings Plan allows employees to elect how much of their salary, within the limits of the plan, to defer and provides for self-directed investment of employee plan accounts, so employees can tailor their own retirement package to meet their individual needs. Employee elections can be made as a percentage or flat dollar amount per pay period.

Because employee deferrals to a 401(k) Retirement Savings Plan are automatically deducted from their pay before federal and state tax withholdings are calculated, employees save tax dollars now by having their current taxable amount reduced. The amounts deducted will generally be taxed when they are finally distributed.

## **Section 4 - Leaves of Absence**

In addition to the leave of absence policies listed in this section of the employee handbook, employees may also be eligible for additional leave considerations under the Americans with Disabilities Act (ADA).

### **4-1. Family and Medical Leave**

Oasis Outsourcing and The Company comply with the Family and Medical Leave Act of 1993 (FMLA). The federal Family and Medical Leave Act of 1993 as amended in 2008 requires employers with 50 or more employees to provide eligible employees with unpaid leave. There are two types of leave available, including the basic 12-week leave entitlement (Basic FMLA Leave), as well as the military family leave entitlements (Military Family Leave) described in this policy.

In addition to FMLA leave, employees may also be eligible for leave under a similar state law. For information regarding eligibility, call the Oasis Human Resource Service Center at (888) 818-9797.

#### **Eligibility for FMLA Leave**

Employees are eligible for FMLA leave if they:

1. Have worked for the Company for at least 12 months; *and*
2. Have worked at least 1,250 hours for the Company during the 12 calendar months immediately preceding the request for leave \*; *and*
3. Are employed at a worksite that has 50 or more employees within a 75-mile radius.

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

#### **Basic FMLA Leave**

Eligible employees may take up to 12 weeks of leave during a 12 month period as specified herein under FMLA. We use a rolling 12-month period measured backwards from the date the employee uses FMLA leave when available FMLA is calculated. Employees who meet the eligibility requirements described above are eligible to take up to 12 weeks of unpaid leave during any 12-month period for one of the following reasons:

- To care for the employee's son or daughter during the first 12 months following birth; *or*
- To care for a child during the first 12 months following placement with the employee for adoption or foster care; *or*
- To care for a spouse, son, daughter, or parent ("covered relation") with a serious health condition; *or*
- For incapacity due to the employee's pregnancy, prenatal medical or child birth; *or*
- Because of the employee's own serious health condition that renders the employee unable to perform an essential function of his/her position.

## **Married Couples**

Married couples who are eligible for FMLA leave and are employed by the same covered employer may be limited to a combined total of twelve (12) weeks of leave during any twelve (12) month period if the leave is taken for the placement of the employee's son or daughter or to care for the child after placement, for the birth of the employee's son or daughter or to care for the child after birth, or to care for the employee's parent with a serious health condition.

The definition of spouse is those individuals that are in a lawfully recognized opposite sex, same sex, or common law marriage, regardless of where they live.

## **Serious Health Condition**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

## **Military Family Leave**

There are two types of Military Family Leave available.

**1. Qualifying Exigency Leave.** Employees meeting the eligibility requirements described above may be entitled to use up to twelve (12) weeks of their Basic FMLA Leave entitlement to address certain qualifying exigencies. Leave may be used if the employee's spouse, son, daughter, or parent, is on covered active duty or called to covered active duty. "Covered active duty" generally applies to members of the Regular Armed Forces during deployment of the member with the Armed Forces to a foreign country, or for members of the Reserve components of the Armed Forces (members of the National Guard and Reserves) during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in support of a contingency operation. "Covered active duty" may also include other contingency operations as declared by Congress or the President pursuant to applicable law. "Deployment to a foreign country" includes deployment to international waters.

Qualifying exigencies may include:

- Short-notice deployment (up to seven (7) days of leave)
- Attending certain military events
- Arranging for alternative childcare or parental care
- Addressing certain financial and legal arrangements

- Periods of rest and recuperation for the service member (up to fifteen (15) days of leave)
- Attending certain counseling sessions
- Attending post-deployment activities (available for up to ninety (90) days after the termination of the covered service member's active duty status)
- Other activities arising out of the service member's active duty or call to active duty and agreed upon by the Company and the employee

**2. Leave to Care for a Covered Service Member and/or Veterans.** There is also a special leave entitlement that permits employees who meet the eligibility requirements for FMLA leave to take up to 26 weeks of leave to care for a covered service member during a single twelve (12) month period. A covered service member is either: (1) 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 in outpatient status, or is on the temporary disability retired list for a serious injury or illness; or (2) a veteran of the Armed Forces (including the National Guard or Reserves) discharged within the five (5) year period before the family member first takes military caregiver leave to care for the veteran and who is undergoing medical treatment, recuperation, or therapy for a qualifying serious injury or illness. A veteran who was dishonorably discharged does not meet the FMLA definition of a covered service member. A "serious injury or illness" includes not only a serious injury or illness that was incurred by the member in the line of duty on active duty but also a serious injury or illness that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating. For veterans, a "serious injury or illness" is generally a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

When both married individuals work for the same employer, the aggregate amount of leave that can be taken by the married individuals to care for a covered service member or veteran is 26 weeks in a single twelve (12) month period.

### **Use of Leave**

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations.

Military Family Leave due to qualifying exigencies may also be taken on an intermittent basis. Leave may not be taken on an intermittent basis when used to care for the employee's own child during the first year following birth, or to care for a child placed with the employee for foster care or adoption, unless both the employer and employee agree to such intermittent leave.

### **Employee Responsibilities when Requesting FMLA Leave**

If the need to use FMLA leave is foreseeable, the employee must give the Company at least thirty (30) days' prior notice of the need to take leave.

When thirty (30) days' notice is not possible, the employee must give notice as soon as practicable (within one (1) or two (2) business days of learning of the need for leave except in extenuating circumstances). Failure to provide such notice may be grounds for delaying the start of the FMLA leave. Whenever possible, requests for FMLA leave should be submitted to the employee's worksite using the Employee Application for Leave of Absence form available from Human Resources or the Oasis Outsourcing Employee Services website.

When submitting a request for leave, the employee must provide sufficient information for the Company to determine if the leave might qualify as FMLA leave, and also provide information on the anticipated date when the leave would start as well as the expected duration of the leave. Sufficient information may include that the employee is unable to perform job functions; that a family member is unable to perform daily activities; that the employee or family member needs hospitalization or continuing treatment by a health care provider; or the circumstances supporting the need for military family leave. Employees also must inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also will be required to provide a certification and periodic recertification supporting the need for leave.

### **Medical Certification**

If the employee is requesting leave because of the employee's own or a covered relation's serious health condition, the employee and the relevant health care provider must supply appropriate medical certification. Employees will obtain a Medical Certification form from the Oasis Outsourcing HR Service Center. When the employee requests leave, the Company will notify the employee of the requirement for medical certification and when it is due no more than five (5) days after the employee requests leave. If the employee provides at least thirty (30) days' notice of medical leave, he/she should also provide the medical certification before leave begins.

Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided. The Company, at its expense, may require an examination by a second health care provider designated by the Company, if it reasonably doubts the medical certification initially provided. If the second health care provider's opinion conflicts with the original medical certification, the Company, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. The Company may require subsequent medical recertification. Failure to provide requested certification within fifteen (15) days, except in extenuating circumstances, may result in the delay of further leave until it is provided.

### **Employer Responsibilities**

When an employee requests leave the Company will inform the employee whether he/she is eligible. If the employee is eligible, the employee will be given a written notice that includes details of any additional information he/she will be required to provide. If the employee is not eligible under the FMLA, he/she will be provided written notice indicating the reason for ineligibility.

If leave will be designated as FMLA, the employee will be notified in writing and provided information on the amount of leave that will be counted against his/her 12 or 26 week entitlement.

### **Pay, Benefits, and Protections during FMLA Leave**

**Leave is Unpaid.** Family medical leave is unpaid. Employees may be eligible for short or long-term disability payments and/or workers' compensation benefits under those insurance plans, if applicable.

**Substitution of Paid Time Off for Unpaid Leave.** If an employee does not choose to substitute available paid time off for unpaid leave, the employer may require the employee to substitute available paid time off for unpaid FMLA leave, as determined by the terms and conditions of the worksite employer's leave policy.

For leave taken for a qualifying exigency, an employee may elect or the worksite employer may require substitution of available paid time off for unpaid FMLA leave. The same rules apply as if the employee took FMLA leave to care for a family member with a serious health condition or for the birth or placement of a child.

For leave to care for a seriously injured or ill family member in the military, an employee may substitute available paid time off for unpaid FMLA leave. The same rules apply as if the employee took leave for his/her own serious health condition. The worksite employer will not provide paid sick leave or paid medical leave in any situation in which the worksite employer would not normally provide any such paid leave.

**Workers' Compensation Leave Runs Concurrent with FMLA.** For a leave due to a workers' compensation injury, the employee will be placed on FMLA leave automatically without a specific request from the employee (medical certification) if the injury meets FMLA criteria.

**Medical and Other Benefits.** During an approved FMLA leave, the Company will maintain the employee's health benefits as if the employee continued to be actively employed. If paid time off is substituted for unpaid family medical leave, the Company will deduct the employee's portion of the health plan premium as a regular payroll deduction. Health insurance benefits will not be maintained after the twelve (12) week FMLA period expires if the employee does not return to work; however, the employee will be entitled to his/her applicable rights under COBRA.

Seniority and employment benefits do not accumulate during an FMLA leave, but any such benefits that have accumulated before the leave is taken will not be lost.

**Return to Job at End of FMLA Leave.** Upon return from FMLA leave, employees will be restored to their original or equivalent position with equivalent pay, benefits, and other employment terms.

If an employee fails to return to work on the day noted on the leave request (or on such date subsequently agreed for return), it will be considered a voluntary resignation by the employee. A leave request may be investigated at the discretion of the Company and any deliberate falsification of an FMLA leave request or medical certification may result in disciplinary action, up to and including termination. Employees with questions about their rights or responsibilities under the FMLA should speak to their supervisor or contact the Oasis Outsourcing Human Resources Service Center at (888) 818-9797.

### **Intermittent and Reduced-Schedule Leave**

Leave because of a serious health condition, or either type of family military leave may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced schedule basis (reducing the usual number of hours worked per workweek or workday) if medically necessary.

If leave is unpaid, the Company will reduce the employee's salary based on the amount of time actually worked.

In addition, while an employee is on an intermittent or reduced schedule leave that is based on planned medical treatment, or period of recovery, for the employee, a family member, or a covered service member, or if the Company agrees to permit intermittent or reduced schedule leave for the birth of a child or for placement of a child for adoption or foster care, the Company may temporarily transfer the employee to an available alternative position that better accommodates the recurring leave and which has equivalent pay and benefits.

## **Unlawful Acts by Employers**

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Terminate or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

## **Enforcement**

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

Other leaves of absence, such as bereavement, personal, and sick (not considered under FMLA) are determined by the worksite employer. FMLA will run concurrently, where required, with any state mandated leaves. This policy supersedes any policies that may have been issued prior to the revision date of this document.

## **4-2. California Family Rights Act (CFRA) Leave**

Oasis Outsourcing and The Company comply with the California Family Rights Act (CFRA) which requires employers with 50 or more employees to provide eligible employees with unpaid leave.

### **Eligibility for CFRA Leave**

Employees are eligible for CFRA leave if they:

- Have worked for the Company for at least 12 months; *and*
- Have worked at least 1,250 hours for the Company during the 12 calendar months immediately preceding the request for leave; *and*
- Are employed at a worksite that has 50 or more employees within a 75-mile radius.

### **Basic CFRA Leave**

Eligible employees may take up to 12 weeks of leave during a 12 month period as specified herein under CFRA.

We use a rolling 12 month period measured backwards from the date the employee's requested CFRA leave is to begin. Employees who meet the eligibility requirements described above are eligible to take up to 12 weeks of unpaid leave during any 12-month period for one of the following reasons:

- Bonding with an adopted child, or child placed for foster care;
- Bonding with a newborn after taking pregnancy disability leave.
- Caring for the employee's spouse, child, or parent (but not parent-in-law) (or registered domestic partner or child of a registered domestic partner) with a serious health condition;
- The employee's own serious health condition that renders the employee unable to perform one or more of the essential functions of the job. (CFRA does not apply to disability related to pregnancy or the birth of a child.)

CFRA leave runs concurrent with FMLA leave (except in the case of disability related to pregnancy or the birth of a child) and both run concurrent with Workers' Compensation leave. For a leave due to a workers' compensation injury, the employee will be placed on CFRA/FMLA leave automatically, without a specific request from the employee, for the leave if the injury meets CFRA/FMLA criteria. If the workers' compensation insurance is through Oasis Outsourcing, medical certification may not be required.

### **Parents Who Work for the Same Employer**

Parents who are eligible for CFRA leave and are employed by the same covered employer, and who take a CFRA leave in connection with the birth, adoption, or foster care of a child must share the annual leave allotment of 12 weeks for this purpose. CFRA leaves taken for any other purpose are not required to be shared by married individuals or registered domestic partners employed by the same Company.

### **Serious Health Condition**

A serious health condition is an illness, injury, impairment or physical or mental condition that:

- involves either inpatient care in a hospital, hospice or residential health care facility; *or*
- any subsequent treatment in connection with such inpatient care or any period of incapacity; *or*
- continuing treatment by a health care provider, including but not limited to treatment for substance abuse.

"Inpatient care" includes a stay in a hospital, hospice or residential health care facility, any subsequent treatment in connection with inpatient care or any period of incapacity. A person will be considered an "inpatient" when he/she is formally admitted to a health care facility with the expectation that he/she will remain at least overnight and occupy a bed, even if the person is ultimately terminated or transferred to another facility and does not actually remain overnight. "Incapacity" is defined as the inability to work, attend school or perform other regular daily activities due to a serious health condition, its treatment or the recovery that it requires.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen of continuing treatment or incapacity due to pregnancy or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

## **Intermittent Leave and Reduced-Schedule Leaves**

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations.

Employees are also eligible for intermittent leave for bonding with a child following birth or placement. Intermittent leave for bonding purposes generally must be taken in two-week increments, but the Company permits two (2) occasions where the leave may be for less than two (2) weeks.

## **Cooperating in the Scheduling of Leave of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules**

When planning medical treatment or requesting to take leave on an intermittent or reduced schedule work basis, employees must consult with The Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations. Employees must consult with the CFO prior to the scheduling of treatment in order to work out a treatment schedule that best suits the needs of both The Company and the employee, subject to the approval of the applicable health care provider. When an employee takes intermittent or reduced work schedule leave for foreseeable planned medical treatment for him/herself or a family member, including a period of recovery from a serious health condition or to care for a covered service member, the Company may temporarily transfer the employee to an alternative position with equivalent pay and benefits for which the employee is qualified and which better accommodates recurring periods of leave. To the extent permitted by applicable law, when employees seek intermittent leave or a reduced-schedule leave for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Company of the reason why such leave is medically necessary. In such instances, The Company and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Company's operations, subject to the approval of the employee's health care provider.

## **Pay, Benefits, and Protections during CFRA Leave**

**CFRA leave is unpaid.** However, employees may, under certain circumstances, be eligible for payment through State Disability Insurance/California Paid Family Leave (PFL). See the Paid Family Leave section to follow for further information on PFL.

**Substitution of paid time off for unpaid leave.** The Company may require the employee to substitute accumulated paid leave for unpaid CFRA leave, as determined by the terms and conditions of the Company's leave policy.

**Medical and other benefits.** During an approved CFRA leave, the Company will maintain the employee's health benefits as if the employee continued to be actively employed. If paid leave is substituted for unpaid leave, the Company will deduct the employee's portion of the health plan premium as a regular payroll deduction. Health insurance benefits will not be maintained after the 12 week CFRA period expires if the employee does not return to work; however, the employee will be entitled to his/her applicable rights under COBRA.

Employment benefits such as vacation or PTO accumulation does not accumulate during a CFRA leave, but any such benefits that have accumulated before the leave is taken will not be lost.

**Return to job at end of CFRA leave.** Upon return from CFRA leave, employees will be restored to their original or equivalent position with equivalent pay, benefits, and other employment terms.

If an employee fails to return to work on the day noted on the leave request (or on such date subsequently agreed for return), it will be considered a voluntary resignation by the employee. A leave request may be investigated at the discretion of the Company and any deliberate falsification of a CFRA leave request or medical certification may result in disciplinary action, up to and including termination. Employees with questions about their rights or responsibilities under the CFRA should contact their supervisor or the Oasis HR Service Center at (888) 818-9797.

### **Employee Responsibilities when requesting CFRA Leave**

If the need to use CFRA leave is foreseeable, the employee must give the Company at least 30 days' prior notice of the need to take leave. When 30 days' notice is not possible, the employee must give notice, at least verbally, as soon as practicable under the facts and circumstances of the particular case. Whenever possible, requests for CFRA leave should be submitted to the employee's worksite using the Employee Application for Leave of Absence form available from Human Resources or the Oasis Employee Services website.

Failure to provide such notice without a reasonable excuse for the delay or otherwise fail to satisfy CFRA notice obligations may be grounds for delaying or denying the start of the CFRA leave, to the extent permitted by applicable law.

When submitting a request for leave, the employee must provide sufficient information for the Company to determine if the leave might qualify as CFRA leave, and also provide information on the anticipated date when the leave would start as well as the duration of the leave. Sufficient information may include that the employee is unable to perform job functions; that a family member is unable to perform daily activities; that the employee or family member needs hospitalization or continuing treatment by a healthcare provider. Employees also must inform the Company if the requested leave is for a reason for which CFRA leave was previously taken or certified. Employees also will be required to provide a certification and periodic recertification supporting the need for leave.

The Company may inquire further of the employee if necessary to determine whether the employee is requesting CFRA leave. Failure to respond to the Company's inquiries regarding the leave request may result in denial of CFRA protection if the Company is unable to determine whether the leave is CFRA-qualifying.

### **Medical Certification**

If the employee is requesting leave because of the employee's own or a covered relation's serious health condition, the employee and the relevant healthcare provider must supply appropriate medical certification. Employees may obtain a Medical Certification form from the Oasis Outsourcing HR Service Center. When the employee requests leave, the Company will notify the employee of the requirement for medical certification and when it is due no more than five (5) days after the employee requests leave. If the employee provides at least 30 days' notice of medical leave, he/she should also provide the medical certification before leave begins.

Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided. In the event of a good faith, objective reason to doubt the validity of the certification the employee provides for his/her own serious health condition, the Company may require, at its expense that the employee obtain an examination by a second healthcare provider designated by the Company. If the second healthcare provider's opinion conflicts with the original medical certification, the Company, at its expense, may require a third, mutually agreeable, healthcare provider to conduct an examination and provide a final and binding opinion.

The Company may require subsequent medical recertification. Failure to provide requested certification within 15 days, except in extenuating circumstances, may result in the delay of further leave until it is provided.

As a condition of an employee's return from medical leave, employees must provide a release to return-to work from his/her health care provider stating that he/she is able to resume work. If the reinstatement date differs from the original agreement, the employee must provide notice at least two (2) business days' notice of his/her readiness to return.

### **Employer Responsibilities**

When an employee requests leave he/she will receive written notification of his/her eligibility. If the employee is not eligible under the CFRA, the employee will be provided with a written notice indicating the reason for ineligibility. If leave will be designated as CFRA, Oasis will inform the employee in writing and provide information on the amount of leave that will be counted against his/her 12 week entitlement.

### **Unlawful Acts by Employers**

- CFRA makes it unlawful for employers to interfere with, restrain, or deny the exercise of rights provided by CFRA.
- CFRA prohibits employers from discriminating or retaliating against an employee or prospective employee for having exercised or attempted to exercise CFRA rights or giving information or testimony regarding his/her CFRA leave, or another person's CFRA leave.
- Employees cannot waive, nor may employers induce employees to waive, their prospective rights under CFRA.
- All individuals, and not merely employees who are CFRA-qualified, are protected from retaliation for opposing (e.g., filing a complaint about) any practice that is unlawful under CFRA.

### **Enforcement**

An employee may file a complaint with the Department of Fair Employment and Housing (DFEH) or may bring a private lawsuit against an employer.

CFRA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

**Other leaves of absences**, such as bereavement, personal, and sick (not considered under CFRA) is determined by the worksite employer. This policy supersedes any policies that may have been issued prior to the revision date shown below.

#### **4-3. California Paid Family Leave Benefits**

An employee who is off work to care for a child, spouse, registered domestic partner, parent, grandparent, grandchild, sibling, or parent-in-law with a serious health condition, or to bond with a new child, may be eligible to receive benefits through the California "Paid Family Leave" (PFL) program, which is administered by the Employment Development Department (EDD).

These benefits are financed solely through employee contributions to the PFL program. That program is solely responsible for determining if an employee is eligible for such benefits. Generally there is a waiting period during which no PFL benefits are available. The EDD can provide additional information about any applicable waiting period.

If an employee needs to take time off work to care for a child, spouse, registered domestic partner, parent, grandparent, grandchild, sibling, or parent-in-law with a serious health condition or to bond with a new child, he/she must advise the CFO, and the employee will be given information about the EDD's PFL program and how to apply for benefits. Employees also may contact their local Employment Development Department Office for further information. The employee should maintain regular contact with the CFO during the time he/she is off work so we may monitor the employee's return-to-work status. In addition, the employee should contact the CFO when he/she is ready to return to work so we may determine what positions, if any, are open.

When an employee applies for PFL benefits, the CFO will determine if the employee has any accumulated but unused vacation and personal days available. If the employee has accumulated but unused time available, then the employee will be required to use up to two (2) weeks of such time before becoming eligible for PFL benefits.

#### **Job Reinstatement Not Guaranteed**

Employees taking time off work to care for a child, spouse, registered domestic partner, parent, grandparent, grandchild, sibling, or parent-in-law with a serious health condition or to bond with a new child are not guaranteed job reinstatement unless they qualify for such reinstatement under federal or state family and medical leave laws.

Any time off for Paid Family Leave purposes will run concurrently with other leaves of absence, such as Family and Medical Leave (FMLA) or California Family Rights (CFRA) leaves, if applicable. Please see the "Family and Medical Leave" policy in this Handbook for eligibility requirements, if applicable.

#### **4-4. California Pregnancy Disability Leave**

Employees disabled by pregnancy, childbirth or related medical conditions are eligible to take a pregnancy disability leave (PDL). Employees affected by pregnancy or a related medical condition are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated. Employees disabled by qualifying conditions may also be entitled to other reasonable accommodation where doing so is medically necessary. In addition, if it is medically advisable for the employee to take intermittent leave or work a reduced schedule, the Company may require her to transfer temporarily to an alternative position with equivalent pay and benefits that can better accommodate recurring periods of leave.

The PDL is for any period(s) of actual disability caused by the employee's pregnancy, childbirth or related medical condition up to four (4) months per pregnancy. For purposes of this policy, "four (4) months" means time off for the number of days the employee would normally work within the four (4) calendar months (one-third of a year, or 17.3 weeks or 122 days), following the commencement date of taking a pregnancy disability leave. For a full-time employee who works five eight-hour days per week, or 40 hours per week, "four (4) months" means 88 working and/or paid eight-hour days (693 hours of leave entitlement), based on an average of 22 working days per month for 17.3 weeks in four (4) months times 40 hours per week. Employees working a part-time schedule will have their PDL calculated on a pro-rata basis.

The PDL does not need to be taken in one continuous period of time, but can be taken on an as-needed basis.

Time off needed for prenatal or postnatal care, severe morning sickness, gestational diabetes, pregnancy-induced hypertension, preeclampsia, doctor-ordered bed rest, postpartum depression, loss or end of pregnancy, and recovery from childbirth or loss or end of pregnancy are all covered by PDL.

To receive reasonable accommodation, obtain a transfer, or take a PDL, the employee must provide sufficient notice so the Company can make appropriate plans –30 days' advance notice if the need for the reasonable accommodation, transfer or PDL is foreseeable, otherwise as soon as practicable if the need is an emergency or unforeseeable.

Employees are required to obtain a certification from their health care provider of their need for pregnancy disability leave or the medical advisability of an accommodation or for a transfer. The certification should include:

- the date on which the employee became disabled due to pregnancy or the date of the medical advisability for a transfer; *and*
- the probable duration of the period(s) of disability or the period(s) for the advisability of a transfer; *and*
- a statement that, due to the disability, the employee is either unable to work at all or to perform any one or more of the essential functions of her position without undue risk to herself or to other persons; or a statement that, due to her pregnancy, a transfer to a less strenuous or hazardous position or duties is medically advisable.

Upon request, the CFO shall provide the employee with a medical certification form that she can take to her doctor.

As a condition of her return from pregnancy disability leave or transfer, the Company requires the employee to obtain a release to return to work from her health care provider stating that she is able to resume her original job duties **with or without reasonable accommodation**.

At the employee's option, she can use any accumulated vacation time or other accumulated paid time off as part of her PDL before taking the remainder of her leave on an unpaid basis. We require, however, that the employee use any available sick time during her PDL. The substitution of any paid leave will not extend the duration of her PDL.

We encourage employees to contact the California Employment Development Department regarding their eligibility for state disability insurance for the unpaid portion of their leave.

If the employee does not return to work on the originally scheduled return date nor request in advance an extension of the agreed upon leave with appropriate medical documentation, she may be deemed to have voluntarily terminated her employment with the Company . Failure to notify the Company of her ability to return to work when it occurs, or her continued absence from work because her leave must extend beyond the maximum time allowed, may be deemed a voluntary termination of her employment with the Company , unless she is entitled to Family and Medical Leave.

Upon her return from a covered PDL, the employee will be reinstated to her same position in most instances.

Employees who want more information regarding their eligibility for PDL should contact the CFO.

Any request for leave after her disability has ended will be treated as a request for family care leave under the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA), if the employee is eligible for that type of leave. PDL runs concurrently with FMLA (but not CFRA). For further information, employees should refer to the FMLA policy.

#### **4-5. California Voting Leave**

In the event an employee does not have sufficient time outside of working hours to vote in a statewide election, the employee may take off sufficient working time to vote. This time should be taken at the beginning or end of the regular work schedule, whichever allows the most free time for voting and the least time off from work. An employee will be allowed a maximum of two (2) hours of voting leave on Election Day without loss of pay. Where possible, the supervisor should be notified of the need for leave at least three (3) working days prior to the Election Day.

#### **4-6. California Bone Marrow Donation Leave**

An employee who has been employed for at least 90 days may request a leave of absence for up to five (5) business days in any one (1) year period to undergo a medical procedure to donate bone marrow. Employees must provide a certification from their physician regarding the purpose and length of each leave requested. An employee must use any accumulated vacation time, sick leave or paid time off for this leave, but the use of vacation, sick leave, or paid time off does not extend the term of this leave. If accumulated vacation, sick leave or paid time off is not available, the time off for such procedure shall be paid, but the paid time off shall not exceed five (5) days. Bone marrow donation leave will not be designated as FMLA or CFRA leave time. Employees will receive health benefits for the duration of their Bone Marrow Donation Leave and upon returning from such leave will have a right to return to the same or equivalent positions they held before such leave.

#### **4-7. California Organ Donation Leave**

An employee who has been employed for at least 90 days may request a leave of absence for up to 30 business days in any one (1) year period to undergo a medical procedure to donate an organ. Employees must provide a certification from their physician regarding the purpose and length of each leave requested. An employee must use up to two (2) weeks of accumulated vacation, sick leave or paid time off for this leave, but the use of vacation, sick leave, or paid time off does not extend the term of the leave.

If accumulated vacation, sick leave or paid time off is not available, the time off for such procedure shall be paid however the paid time off shall not exceed 30 days. Organ donation leave will not be designated as FMLA or CFRA leave time. Employees will receive health benefits for the duration of their organ donation leave and upon returning from such leave will have a right to return to the same or equivalent positions they held before such leave.

#### **4-8. California Time Off for Military Spouses**

If an employee works, on average, at least 20 hours per week and his/her spouse is a qualified member of the United States Armed Forces, the National Guard or the Reserves, the employee is eligible to take leave for a period of up to ten (10) days while his/her spouse is home during a qualified leave period. When an employee is also eligible for military family member exigency leave, leave under this policy shall also count toward the employee's leave entitlement under the Family and Medical Leave Act (FMLA), where the time off meets the definition of FMLA military exigency leave.

##### **Required Notice to Employer**

Within two (2) business days of receiving official notice that the employee's spouse will be on leave, he/she must provide notice to the Company of his/her intent to take military spouse leave.

##### **Required Documentation**

The employee must submit written documentation to the Company certifying that during his/her requested time off the employee's spouse will be on leave from deployment during a period of military conflict.

##### **Leave is Unpaid**

Leave granted under this policy is unpaid. However, employees may substitute accumulated, unused vacation time.

##### **Definitions**

For the purposes of this policy, the following definitions apply:

"Qualified Member" means any of the following:

- A member of the United States Armed Forces who is deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States; *or*
- A member of the National Guard who is deployed during a period of military conflict; *or*
- A member of the Reserves who is deployed during a period of military conflict.

"Period of Military Conflict" means any of the following:

- A period of war declared by the U.S. Congress; *or*
- A period of deployment for which members of the Reserves are ordered to active duty.

“Qualified Leave Period” means the period during which the qualified member is on leave from deployment during a period of military conflict.

#### **4-9. California Rehabilitation Leave**

The Company is committed to providing assistance to our employees to overcome substance abuse problems. The Company will reasonably accommodate any employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program. This accommodation may include time off without pay or an adjusted work schedule, provided the accommodation does not impose an undue hardship on the Company. Employees may also use accumulated sick days, if applicable, for this purpose.

Employees should notify the CFO if they need such accommodation. The Company will take reasonable steps to safeguard the employee’s privacy with respect to the fact that he/she is enrolled in an alcohol or drug rehabilitation program.

#### **4-10. California Literacy Assistance**

We are committed to providing assistance to employees who require time off to participate in an adult education program for literacy assistance. If an employee needs time off to attend such a program, he/she should inform his/her direct supervisor or the CFO. The Company will attempt to make reasonable accommodations for the employee by providing unpaid time off or an adjusted work schedule, provided the accommodation does not impose an undue hardship on the Company. The Company will attempt to safeguard the privacy of the employee’s enrollment in an adult education program.

#### **4-11. California Time Off for School Related Activities**

Employees that work at a location with 25 or more employees are provided unpaid time off up to 40 hours in one (1) calendar year if they are parents (including individuals acting in the capacity of a parent under the law), guardians, stepparents, foster parents or grandparents with custody of a child attending, or of age to attend, a licensed child care provider or kindergarten through Grade 12. The unpaid leave must be used for the following child-related activities:

- to find, enroll or reenroll the child in a school or with a licensed child care provider, or to participate in activities of the school or licensed child care provider of the child.
- to address a child care provider or school emergency, meaning that the child cannot remain in school or with a child care provider due to one of the following:
  1. 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;
  2. behavioral or discipline problems;
  3. closure or unexpected unavailability of the school or child care provider, excluding planned holidays; or
  4. a natural disaster, including, but not limited to, fire, earthquake or flood.

The amount of time off for reason 1 cannot exceed eight (8) hours in any calendar month of the year. Prior to taking leave for reason 1 above, an employee must provide reasonable notice of the planned absence to the Company. The employee must give notice to his/her supervisor when taking leave for reason 2 above.

If more than one parent of a child is employed at the same worksite, leave for the reasons above apply, at any one time, only to the parent who first gives notice, such that another parent may take a planned absence simultaneously as to that same child for the reasons above, but only if he/she obtains approval from his/her supervisor for the requested time off.

Employees may be required to provide documentation of their participation in these activities. Parents, guardians or grandparents with custody of schoolchildren who have been suspended also are allowed to take unpaid time off to appear at the school pursuant to the school's request. Employees may use available paid time off for purposes of the leave taken under this policy.

#### **4-12. California Time Off for Victims of Domestic Violence, Sexual Assault or Stalking**

Victims of domestic violence, sexual assault or stalking may take unpaid time off work for up to 12 weeks to obtain help from a court, seek medical attention, obtain services from an appropriate shelter, program, or crisis center, obtain psychological counseling, or participate in safety planning, such as permanent or temporary relocation. We may require proof of an employee's participation in these activities. Whenever possible, employees must provide their supervisor reasonable notice before taking any time off under this policy. Employees may substitute any accumulated vacation, sick, or other time off for the leave under this policy. Leave under this policy does not extend the time allowable under the "Family and Medical Leave" Policy in this handbook.

No employee will be subject to discrimination or retaliation because of his/her status as a victim of domestic violence, sexual assault or stalking. Victims of domestic violence, sexual assault or stalking may request other accommodations in the workplace such as implementation of safety measures.

#### **4-13. California Time Off for Emergency Rescue Workers**

The Company will give time off to an employee to perform emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel, which shall be unpaid. However, an employee may choose to use accumulated vacation during this time off. If an employee needs time off under the policy he/she they must notify the CFO immediately after the need for the time off becomes known.

An employee who is a volunteer firefighter, reserve peace officer, or emergency rescue personnel is permitted unpaid time off, not to exceed 14 days per calendar year, for the purpose of engaging in fire or law enforcement training. If an employee needs time off on account of such training, he/she should notify the CFO as soon as possible so that arrangements to accommodate his/her absence may be made. Time off to train as a volunteer firefighter, reserve peace officer, or emergency rescue worker is unpaid, however, an employee may choose to use accumulated vacation or paid time off during this time off.

#### **4-14. California Time Off for Crime Victims**

Employees who have been victims of serious or violent felonies, as specified under California law, or felonies relating to theft or embezzlement, may take time off work to attend judicial proceedings related to the crime. Employees also may take time off if an immediate family member has been a victim of such crimes and the employee needs to attend judicial proceedings related to the crime. "Immediate family member" is defined as spouse, registered domestic partner, child, child of registered domestic partner, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather.

Employees must give their supervisor a copy of the court notice given to the victim of each scheduled proceeding before taking time off, unless advance notice to the Company of the need for time off is not feasible. When advance notice is not feasible, the employee must provide the Company with documentation evidencing the judicial proceeding, within a reasonable time after the absence. The documentation may be from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim.

Employees may elect to use accumulated paid vacation time, paid sick leave time, or other paid time off for the absence. If the employee does not elect to use paid time off, the absence will be unpaid. However, exempt employees will be paid their full salary for any workweek interrupted by the need for time off under this policy.

#### **4-15. California Heat Illness Prevention Policy (HIPP)**

##### **Recovery Periods**

Nonexempt employees are entitled to a recovery period, which means a cool down period afforded an employee to prevent heat illness. There is no limit to the number of recovery periods per day, or the length of a recovery period. An employee requesting a recovery period must notify his/her immediate supervisor and follow the instructions of the supervisor concerning the recovery period break.

##### **Heat Illness Prevention Policy (HIPP)**

The Company considers the safety and health of its employees to be one of its top priorities. This policy is intended to serve as a guideline for employees to protect themselves against the effects of heat illness. Heat illness can result from the body's inability to cope with heat and to cool itself. The effect of heat illness can range from such things as sunburn to heat exhaustion and heat stroke, among other potential conditions. The Company believes employees who could be affected are provided with the appropriate materials and training needed to keep themselves safe. The Heat Illness Prevention Policy (HIPP) is applicable to employees who work outdoors.

All employees should:

- Familiarize themselves with and follow the Heat Illness Prevention Policy and other The Company heat illness prevention procedures.
- Know and be able to recognize the signs and symptoms of heat illness.
- Frequently consume the provided drinking water throughout the work day.

- Understand the ability to take a 5-minute break in an adequately shaded area when a preventative recovery period is needed and appropriate.
- Contact the Company whenever he/she believes there is a potential issue or contact emergency services, if appropriate, by calling 911.
- Be aware the Company also maintains an Injury Illness Prevention Program (“IIPP”) which addresses issues in this policy and many other issues.

Supervisors will stay alert to the presence of heat related symptoms. Additionally, the Company may also work on the following:

- Provide training to outdoor employees on how to prevent and treat heat illness.
- Provide drinking water and a shaded break area, when appropriate.
- Checking the temperature and humidity forecast before each shift.
- Knowing and being able to recognize the signs and symptoms of heat illness.
- Knowing the first aid procedures needed to treat the various forms and stages of heat illness.
- Posting HIPP Emergency Response Procedures.
- Contacting emergency services and accurately reporting the work location to 911 when needed.

Employees that feel their supervisor is not adequately following these responsibilities or any of the topics set forth in this policy, should contact their manager, the CFO or the Heat Illness Prevention Hotline (the HR department). Nothing in this policy shall prevent an employee from raising similar concerns or other issues with outside individuals, groups or agencies. However, it is difficult for the Company to address issues if an employee does not report them to the Company.

### **Consumption of water**

It is important for employees to regularly hydrate during the day. The Company works to ensure that employees working outdoors have access to potable drinking water. Each worksite will be provided with at least one quart of water per person per hour. It is important that employees do not rely on thirst to prompt them to drink water. Once a person begins to feel thirsty, the body has already lost a significant amount of water. We recommend employees avoid drinks with excessive amounts of sugar and carbohydrates, as these ingredients may cause the employee to feel full or even sick. However, it is the employee’s choice. If possible, we recommend keeping water out of direct sunlight and encourage employees to frequently drink small quantities of water when the work environment is hot and employees are likely to sweat more than usual.

### **Shade**

Outdoor employees are provided with a shaded area for their rest/meal and recovery breaks. Employees are allowed and encouraged to take a cool-down rest in the shade for a period of no less than five (5) minutes at a time when they feel the need to do so to protect themselves from overheating. Such access to shade is permitted by the Company.

### **Acclimatization to Heat**

Acclimatization to heat temperatures is important for employees that are: returning to work after a prolonged absence, returning to work after being off sick, moving from a cooler climate to a hotter climate, or are in an area experiencing a heat wave bringing higher temperatures/ humidity levels.

Use of acclimatization, the gradual adaptation of the body to work in the heat, can help minimize an employee's chances of falling ill. Employees that believe acclimatization is needed should notify their supervisor.

### **The different types, signs and symptoms of heat illness**

There are different types of heat illness that employees and supervisors need to be aware of and be able to recognize while working. It is important that all employees working in the sun remain aware of how their bodies are handling working under the various environmental and personal risk factors. They should also be aware of how their co-workers are handling working under such conditions. If an employee experiences or witnesses a coworker experiencing symptoms of heat illness, he/she should immediately notify his/her supervisor or the CFO. The following are only general, partial descriptions of these conditions:

#### Sunburn

Symptoms of sunburn usually include redness and pain. In severe cases there may be swelling of skin, blisters, fever and headaches.

#### Heat Rash

This form of heat illness is one of the most common problems in hot work environments. Symptoms generally include red clusters of pimples or small blisters on the neck and upper chest.

#### Heat Cramps

The victim could feel muscle pains or spasms, usually in the abdomen, arms or legs.

#### Heat Exhaustion

Symptoms of heat exhaustion may include heavy sweating and weakness, a fast and weak pulse rate, nausea, fainting or vomiting.

#### Heatstroke or Sunstroke

Symptoms of heatstroke may include high body temperature (106° F or higher), hot dry skin, unconsciousness or convulsions.

### **High Heat Protocols**

On occasions where the temperature is at or above 95 degrees Fahrenheit, the Company may also work on the following:

- Ensuring that effective communication by voice, observation, or reliable electronic means (for example, cell phones) is maintained so that employees at the worksite can contact a supervisor when necessary.
- Observing employees for alertness and signs or symptoms of heat illness.
- Reminding employees throughout the work shift to drink plenty of water.
- Closely supervising any new employee for the first 14 days of employment, unless the new employee indicates at the time of hire that he/she has been doing similar outdoor work for at least ten (10) of the past 30 days for four (4) or more hours per day.

Employees should also review and be aware of the Company's Injury Illness Prevention Program ("IIPP") which addresses issues in this policy and many other issues. If an employee would like a copy of the IIPP, he/she should contact the CFO.

No employee will be subject to, and the Company prohibits, any form of discipline or retaliation for reporting perceived violations of this policy, pursuing any such claim, or cooperating in any way in the investigation of such claims.

**Additional Resources:**

Cal/OSHA

<http://www.dir.ca.gov/DOSH/HeatIllnessInfo.html>

National Weather Service

(Current temperature and humidity level depending location.) [http://weather.noaa.gov/weather/CA\\_cc\\_us.html](http://weather.noaa.gov/weather/CA_cc_us.html)

Centers for Disease Control and Prevention

<http://www.bt.cdc.gov/disasters/extremeheat/faq.asp>

Fed/OSHA

[http://www.osha.gov/dts/osta/otm/otm\\_iii/otm\\_iii\\_4.html](http://www.osha.gov/dts/osta/otm/otm_iii/otm_iii_4.html)

## **Section 5 - General Standards of Conduct**

### **5-1. Workplace Conduct**

The Company endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including termination, in the Company's sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

- Obtaining employment on the basis of false or misleading information.
- Stealing, removing or defacing The Company property or a co-worker's property, and/or disclosure of confidential information.
- Completing another employee's time records.
- Dishonesty.
- Violation of safety rules and policies.
- Violation of the Company Drug and Alcohol Free Workplace Policy.
- Fighting on the job or serious breach of acceptable behavior, including but not limited to using obscene, abusive, or threatening language or gestures.
- Disrupting the work of others.
- Any violation of the Company Workplace Violence Policy.
- Theft, attempted theft, unauthorized removal or unauthorized possession of the Company's property or property of other employees or customers.
- Insubordination or disobedience of a lawful Management directive.
- Deliberate omission, falsification, or fraudulent alteration of any document or record.
- Failure to report to work after the expiration of a leave of absence.
- Use of foul or inappropriate language.
- Loitering, sleeping or loafing during work time, or leaving a work area without the permission of Management.
- Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences.
- Gambling on Company property.
- Stopping work prior to the end of any shift without Management permission.
- Willful or careless destruction or damage to Company assets or to the equipment or possessions of another employee.

- Excessive, unnecessary, or unauthorized use of the Company's property and supplies, particularly for personal purposes.
- Performing work of a personal nature during working time.
- Aiding a competitor or any act that intends to inflict injury upon the Company.
- Violation of the Solicitation and Distribution Policy.
- Violation of the Company Discrimination, Harassment and Retaliation or Equal Employment Opportunity Policies.
- Violation of the Communication and Computer Systems Policy.
- Unsatisfactory job performance.
- Any other violation of Company policy.

Obviously, not every type of misconduct can be listed. Note that all employees are employed at-will, and The Company reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The Company will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation. However, The Company will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate an employee at any time for any reason.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

## **5-2. Punctuality and Attendance**

Each employee is hired to perform an important function at the Company. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on an employee's co-workers and supervisor. We expect excellent attendance from each employee. Excessive absenteeism or tardiness will result in disciplinary action, up to and including termination.

We do recognize, however, that there are times when absences and tardiness cannot be avoided. In such cases, employees are expected to call in and notify their supervisor as early as possible, but no later than one (1) hour prior to the start of their work day. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Employees must call personally, stating the reason for the absence and its expected duration, every day of the absence.

Unreported absences of three (3) consecutive work days will generally be considered a voluntary resignation of the employee's employment with the Company.

## **5-3. Use of Communication and Computer Systems**

The communication and computer systems are intended for business purposes; however limited personal usage, during non-working time, is permitted if it does not hinder performance of job duties or violate any other Company policy. This includes the voice mail, e-mail and Internet systems. Users have no legitimate expectation of privacy in regard to their use of the systems.

The Company may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when the Company deems it appropriate to do so. The reasons for which the Company may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during an employee's absence.

Further, The Company may review Internet usage to ensure that such use with Company property, or communications sent via the Internet with Company property, are appropriate. The reasons for which the Company may review employees' use of the Internet with Company property include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during an employee's absence.

The Company may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

The Company's policies prohibiting harassment, in their entirety, apply to the use of the Company's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law.

Further, since the Company's communication and computer systems are intended for business use, all employees, upon request, must inform Management of any private access codes or passwords.

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited.

No employee may access, or attempt to obtain access to, another employee's computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including termination.

#### **5-4. Use of Social Media**

The Company respects the right of any employee to maintain a blog or web page or to participate in a social networking, Twitter or similar site, including but not limited to Facebook and LinkedIn. However, to protect Company interests and ensure employees focus on their job duties, employees must adhere to the following rules:

- a) Employees may not post on a blog or web page or participate on a social networking, Twitter or similar site during working time or at any time with Company equipment or property, unless those activities are part of an employee's job responsibilities.

- b) All rules regarding confidential and proprietary business information apply in full to blogs, web pages, and social networking platforms, such as Twitter, Facebook, LinkedIn, or similar sites. Any information that cannot be disclosed through a conversation, a note, or an e-mail also cannot be disclosed in a blog, web page, or social networking site.
- c) Whether an employee is posting something on his/her own blog, web page, social networking, Twitter or similar site or on someone else's, if the employee mentions the Company and also expresses either a political opinion or an opinion regarding the Company's actions that could pose an actual or potential conflict of interest with the Company, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is his/her personal opinion and not the Company's position. This is necessary to preserve the Company's good will in the marketplace.
- d) Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page, and/or social networking, Twitter or similar site. For example, posted material that is discriminatory, obscene, defamatory, libelous, or violent is forbidden. Company policies apply equally to employee social media usage.

The Company encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including termination. Nothing in the policy is intended to conflict with any rights contained in the National Labor Relations Act.

## **5-5. Personal and Company -Provided Portable Communication Devices**

Company -provided portable communication devices (PCDs), including cell phones and personal digital assistants, should be used primarily for business purposes. Employees have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes, as permitted, the right to monitor personal communications as necessary.

Some employees may be authorized to use their own PCD for business purposes. These employees should work with the IT department to configure their PCD for business use. Communications sent via a personal PCD also may subject to monitoring if sent through the Company's networks and the PCD must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a Company -provided or personal device, employees must comply with applicable Company guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles.

If an employee who uses a personal PCD for business resigns or is terminated, the employee will be required to submit the device to the IT department for resetting on or before his/her last day of work. At that time, the IT department will reset and remove all information from the device, including but not limited to, Company information and personal data (such as contacts, e-mails and photographs). The IT department will make efforts to provide employees with the personal data in another form (e.g., on a disk) to the extent practicable; however, the employee may lose some or all personal data saved on the device.

Employees may not use their personal PCD for business unless they agree to submit the device to the IT department on or before their last day of work for resetting and removal of Company information. This is the only way currently possible to ensure that all Company information is removed from the device at the time of termination. The removal of Company information is crucial to ensure compliance with the Company's confidentiality and proprietary information policies and objectives.

Please note that whether employees use their personal PCD or a Company -issued device, the Company's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

In the event the Company determines it is necessary for employees to use their personal PCDs, the Company will reimburse the employee an agreed upon reasonable percentage of their cell phone bill. Employees are not to use their PCDs for business purposes without prior supervisor's approval. Failure to get prior approval may result in disciplinary action.

#### **5-6. Camera Phones/Recording Devices**

Employees are prohibited from taking photographs, video, or audio that reasonably could be viewed as malicious, threatening or intimidating, that disparage customers, employees, associates, or suppliers, or that might constitute harassment or bullying. Employer reserves the right to apply corrective action, up to and including termination, to remedy any actions, content or images that are pornographic, harassing, and libelous or for anything that creates a hostile work environment based on race, sex, religion or any other protected class.

Employees must not disclose or misuse confidential information that is not otherwise available to persons or companies outside of the Company.

#### **5-7. Inspections**

The Company reserves the right, as permitted by law and dictated by the circumstances at hand, to require employees while on Company property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on Company or client property, and work areas. This includes, as permitted by law and dictated by the circumstances at hand, lockers, vehicles, desks, cabinets, work stations, packages, handbags, briefcases and other personal possessions or places of concealment, as well as personal mail sent to the Company or to its clients. Employees are expected to cooperate in the conduct of any search or inspection.

#### **5-8. Smoking**

In keeping with the intent of The Company to provide a safe and healthful work environment, smoking, including use of e-cigarettes, and the use of smokeless tobacco is prohibited throughout the workplace. Employees are permitted to smoke in designated outdoor smoking areas while on their rest breaks or meal periods only.

This policy applies equally to all employees, customers, and visitors.

## **5-9. Telephone Calls, Postage and Personal Visits**

Employees should practice discretion when making local personal calls. Personal use of the telephone for long-distance and toll calls is not permitted. Violation of this policy may result in disciplinary action, up to and including termination and reimbursement of charges to the Company.

To ensure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. Please confirm information received from the caller and hang up only after the caller has done so.

The use of Company -paid postage for personal correspondence is not permitted.

To provide for the safety and security of employees and the facilities at the Company, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances. If an unauthorized individual is observed on the Company's premises, employees should immediately notify their supervisor or, if necessary, direct the individual to the reception area.

## **5-10. Solicitation and Distribution**

To avoid distractions, solicitation by an employee of another employee is prohibited while either employee is on working time. "Working time" is the time an employee is engaged, or should be engaged in performing his/her work tasks for the Company. Solicitation of any kind by non-employees on Company premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in working areas of the Company is prohibited at all times. Distribution of literature by non-employees on Company premises is prohibited at all times.

## **5-11. Bulletin Boards**

Important notices and items of general interest are continually posted on our bulletin board. Employees should make it a practice to review it frequently. This will assist employees in keeping up with what is current at the Company. To avoid confusion, please do not post or remove any material from the bulletin board.

## **5-12. Confidential Company Information**

During the course of work, an employee may become aware of confidential information about the business of the Company, including but not limited to information regarding Company finances, pricing, products and new product development, software and computer programs, trade secrets, marketing strategies, suppliers, customers and potential customers. An employee also may become aware of similar confidential information belonging to the Company's clients. It is extremely important that all such information remain confidential, and particularly not be disclosed to our competitors.

Any employee who improperly copies, removes (whether physically or electronically), uses or discloses confidential information to anyone outside of the Company may be subject to disciplinary action, up to and including termination. Employees may be required to sign an agreement reiterating these obligations.

This policy does not preclude an individual's right to immunity for disclosing a trade secret to his/her attorney, a court, or a government official in certain specified circumstances, as set forth in the Defend Trade Secrets Act (DTSA) of 2016.

### **5-13. Conflict of Interest and Business Ethics**

It is the policy of The Company that all employees avoid any conflict between their personal interests and those of the Company. The purpose of this policy is to ensure that the Company's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of the Company.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

- Holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with the Company, by any employee who is in a position to directly or indirectly influence either the Company's decision to do business, or the terms upon which business would be done with such organization.
- Holding any interest in an organization that competes with the Company.
- Being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with the Company or which competes with the Company.
- Profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with the Company.

A conflict of interest would also exist when a member of an employee's immediate family is involved in situations such as those above.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value.

It is the employee's responsibility to report any actual or potential conflict that may exist between him/her (and his/her immediate family) and the Company.

### **5-14. Hiring Relatives/Employee Relationships**

A familial relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, The Company may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases, such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or separated from employment, at the discretion of the Company. Accordingly, all parties to any type of intimate personal relationship must inform Management.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. The Company generally will attempt to identify other available positions, but if no alternate position is available, the Company retains the right to decide which employee will remain with the Company.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

#### **5-15. Use of Facilities, Equipment and Property, Including Intellectual Property**

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using Company property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Employees must notify their supervisor if any equipment, machines, or tools appear to be damaged, defective, or in need have repair. Prompt reporting of loss, damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. A supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment used on the job.

Employees also are prohibited from any unauthorized use of the Company's intellectual property, such as digital media, print materials and software.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in discipline, up to and including termination.

Further, the Company is not responsible for any damage to employees' personal belongings.

#### **5-16. Health and Safety**

The health and safety of employees and others on Company property are of critical concern to the Company. The Company intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to Management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the Company's premises, or in a product, facility, piece of equipment, process or business practice for which the Company is responsible should be brought to the attention of Management immediately.

Periodically, the Company may issue rules and guidelines governing workplace safety and health. The Company may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the employee's supervisor as soon as possible, regardless of the severity of the injury or accident.

#### **5-17. Employee Dress and Personal Appearance**

Employees are expected to report to work well-groomed, clean, and dressed according to the requirements of their positions. The Company has established a business casual dress code. However, employees are not permitted to wear shorts, open toe shoes or flip flops, and clothing may not be torn or ripped. Some employees may be required to wear uniforms or safety equipment/clothing. Employees should contact their supervisor for specific information regarding acceptable attire for their position. Employees who report to work dressed or groomed inappropriately may be prevented from working until they return to work well-groomed and wearing the proper attire.

#### **5-18. Publicity/Statements to the Media**

All media inquiries regarding the Company must be referred to the CFO. Only the CFO is authorized to make or approve public statements on behalf of the Company. No employees, unless specifically designated by the CFO, are authorized to make statements on behalf of the Company. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of the Company must first obtain approval from the CFO.

#### **5-19. Operation of Vehicles**

All employees authorized to drive Company -owned or leased vehicles or personal vehicles in conducting Company business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to Management immediately.

A valid driver's license must be in the employee's possession while operating a vehicle off or on Company property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

Company -owned or leased vehicles may be used only as authorized by Management.

#### **Portable Communication Device Use While Driving**

Employees who drive on Company business must abide by all state or local laws prohibiting or limiting portable communication device (PCD) use, including cell phones or personal digital assistants, while driving. Further, even if use is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employee is driving, and permitted by law, the employee must use a hands-free option and advise the caller that he/she is unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a PCD while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving is prohibited in all circumstances.

## **5-20. Business Expense Reimbursements**

Employees will be reimbursed for reasonable approved expenses incurred in the course of business. These expenses must be approved by the employee's supervisor, and may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. All expenses incurred should be submitted to the CFO or the Payable Coordinator along with the receipts according to Company policy.

Employees are expected to exercise restraint and good judgment when incurring expenses. Employees should contact their supervisor in advance if they have any questions about whether an expense will be reimbursed.

## **5-21. References**

The Company does not provide professional references for current or former employees. Credit and Employment Verification is available through a third party provider. See Section 6.7 for instructions. Please direct all such requests accordingly.

## **5-22. If You Must Leave Us**

Should you decide to leave the Company, we ask that you provide your supervisor with at least two (2) weeks of advance notice of your departure. Your thoughtfulness will be appreciated.

All Company property including, but not limited to, keys, security cards, parking passes, laptop computers, fax machines, uniforms, etc. must be returned at separation. Employees also must return all of the Company's Confidential Information upon separation.

Except as mandated by law, nonexempt employees will be required to repay the Company (through payroll deduction) for any lost or damaged Company property caused by a dishonest or willful act or gross negligence. Employees will be required to sign a Pre- and Post-tax Deduction Authorization form for this payroll deduction. Lawful deductions from an employee's wages will not reduce the employee's earnings below the required minimum wage or overtime compensation.

As noted previously, all employees are employed at-will and nothing in this handbook changes that status.

### **5-23. A Few Closing Words**

This handbook is intended to give employees a broad summary of things they should know about the Company. The information in this handbook is general in nature and, should questions arise, any member of Management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this handbook, the Company, in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this handbook except for the rights of the parties to terminate employment at will. Please do not hesitate to speak to Management regarding any questions about the Company or its personnel policies and practices.

## **Section 6 - Co-Employment with Oasis Outsourcing**

### **6-1. Introduction**

Welcome to the world of co-employment!

This means that employees will have two employers instead of one and we would like to take just a moment to explain how it works. Oasis Outsourcing is a professional employer organization (PEO) that will be the Administrative Employer and “Employer of Record” for purposes related to recordkeeping and complying with applicable federal, state and local law governing co-employment arrangements. The Worksite Employer will set wages, working hours, and all terms and conditions of employment. Employees will report to work at their Worksite Employer's jobsite and follow their Worksite Employer's policies and procedures to the extent it decides to supplement the general policies contained in this Handbook.

It is important that employees understand what Oasis Outsourcing does and what it does not do. Oasis Outsourcing is not a joint employer, partner, or related Company of the Worksite Employer. Instead, Oasis Outsourcing is an unrelated, independent Company that contracts to provide administrative services to the Worksite Employer such as processing payroll, issuing paychecks and year-end W-2 forms, collecting and paying employment taxes, processing new hire paperwork, assisting in the production of this handbook, administering workers' compensation and unemployment compensation claims, providing general assistance with human resource issues, and administering the health insurance and other benefits chosen by the Worksite Employer.

Oasis Outsourcing does not set pay rates, work schedules, job duties, performance expectations, or determine the specific terms and conditions of employment, including the type and level of benefits that employees will receive (e.g., how much vacation or sick leave employees will receive, whether health insurance will be available and upon what terms, or whether employees will be entitled to a benefit based on a specific set of circumstances that may arise during their employment). Instead, these matters will be determined by the Worksite Employer and Oasis Outsourcing merely administers the compensation, benefits and other programs that the Worksite Employer has chosen to make available to employees.

The Worksite Employer will provide employees with training and supervision at the worksite, advise employees of their specific job duties and monitor their performance, and make all employment-related decisions related to advancement opportunities, work assignments, compensation, and benefits. Supervisors or other representatives of Management at the worksite employer are the best source for specific information on the job and should be able to answer most day-to-day questions. However, Oasis Outsourcing is available to answer specific questions employees may have on the administrative matters that it will be handling for the Worksite Employer.

The staff hours of Oasis Outsourcing are Monday through Friday, 9:00 a.m. to 5:00 p.m. EST. The HR Service Center hours of operation are 8:00 a.m. to 8:00 p.m. EST.

Sincerely,  
Oasis Outsourcing

## **6-2. Benefits Overview**

Eligible employees are provided a wide range of benefits. A number of the programs (such as Social Security, Workers' Compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. The Human Resources Department or the employee's supervisor can identify the programs for which the employee is eligible.

The Company reserves the right to amend or withdraw any or all of the benefits programs at its sole discretion at any time, with or without notice.

## **6-3. Unemployment Compensation**

In accordance with the provisions of the state's Unemployment Act, employees who become unemployed due to lack of work, provided they meet the requirements of the Act, may be eligible for weekly benefits. In the event an employee's employment is terminated due to reduction in workforce or lay off, the employee must contact the Oasis Employee Service Center at (800) 822-8704 within 48 hours (not including weekends) for possible reassignment.

Failure to comply could result in the employee becoming ineligible for unemployment compensation.

## **6-4. Workers' Compensation and Safety**

According to the laws of the states in which we operate, Workers' Compensation Insurance is provided to all employees, which applies to all accidental injuries to an employee while at work. Workers' Compensation is carried to cover expenses and earnings lost due to injury while employees are on the job. The individual laws of each state regulate the amount to which employees are entitled to cover medical expenses and to make up part of any loss in earnings.

A safe environment is everyone's responsibility. It is the responsibility of each employee who is aware of any safety problems to report his/her concerns to his/her worksite supervisor immediately.

1. Employees must immediately report any work-related injury to their worksite supervisor. Failure to report the incident may jeopardize the employee's benefits and employment.
2. The Worksite Employer has the right to obtain an alcohol and/or drug test at any time including, but not limited to, after an on-the-job injury. Positive results may jeopardize the employee's benefits and employment.
3. If the Worksite Employer requires the use of personal protective clothing, shoes, glasses, or equipment, failure to use these items may result in a reduction in employee benefits and termination of employment.

Each employee's awareness and compliance with safety measures will help promote a safe working environment for all. Many states require a waiting period before payment under Workers' Compensation begins.

## **6-5. Section 125 Cafeteria Plan**

Eligible employees may also participate in the Medical and/or Dependent Care Reimbursement Account(s). Reimbursement accounts offer employees a tax savings opportunity by allowing employees to set aside pre-tax money to pay for certain medical and childcare expenses. The Section 125 Plan is most commonly used to pay for the portion of the health care premiums paid by the employee. Because Oasis manages the employee's health care benefits, deductions will be taken from gross earnings, before payroll taxes are applied.

There are two types of reimbursement accounts, Health Care and Dependent Care. Employees can put money into one or both accounts, but they are considered separate accounts.

Because the reimbursement accounts are covered under IRS Code Section 125, there are strict rules and regulations about how the accounts can be used. The most important thing to remember about reimbursement accounts is that although they offer the opportunity for significant tax savings, employees need to plan their deferrals very carefully. Once employees have declared the amount of money they want to go into their reimbursement account, the election is irrevocable for that calendar year. This means that it remains in effect the entire twelve (12) months of the year except for family status changes. Changes in family status must be reported to the Benefits Administrator within 30 days of the event in order to modify or revoke this benefit election. IRS regulations state that any money left in the employee's reimbursement account at the end of the calendar year, after all eligible claims have been paid, will be forfeited.

Contact Oasis Outsourcing for additional information.

## **6-6. Section 132 Parking and Transit**

As a result of federal regulations, parking and transit costs can now be set-up on a pre-tax basis. Employees can decide how much will be deducted from their paychecks and when they incur parking or transit costs, employees must submit receipts for reimbursement.

There are two types of reimbursement accounts, Qualified Parking and Transit Passes. Funds from the two different accounts cannot be commingled.

1. Qualified Parking on or near the workplace, at or near a location from which employees commute to work by mass transit or vanpool.
2. Transit Passes tokens, fare-care, vouchers, or similar items or vanpooling in a commuter vanpool from the employee's residence to their place of employment.

There is a maximum monthly reimbursement set by federal regulations that changes each year.

For further information or to sign up for this benefit, employees can contact the provider, WageWorks, directly by phone at (877) 924-3967 or online at [www.wageworks.com](http://www.wageworks.com).

## **6-7. Credit and Employment Verification**

Credit information on an employee is occasionally requested by financial institutions, government agencies, credit unions, banks, and finance companies.

The Company offers two options for obtaining employee information, either by web or phone. Both options are available 24 hours a day.

Please follow the following procedures for employment verification using the Automated Employment Verification line, called "The Work Number".

**Employment Verification:** To have employment information such as employment date, title, and status verified, employees must give the person requesting this information their Social Security number and the website [www.theworknumber.com](http://www.theworknumber.com) or Requester Instruction number: (800) 367-5690. They will be able to receive the employment information within minutes via web, phone or fax.

**Employment and Payroll Verification:** If it is necessary for the employee to give the person his/her payroll information, he/she must first establish a Salary Key using the following procedure:

1. Log onto [www.theworknumber.com](http://www.theworknumber.com) or call the special Employment Set-up number: (800) 367-2884.
2. Enter the Employer Code 11556
3. Enter the Social Security number and follow the instructions.
4. Enter the PIN number (the last four digits of employee's Social Security Number).
5. Select the "Create a Salary Key" option. Write down the six-digit Salary Key provided by the system.
6. Give the person that needs the employment and payroll information the Salary Key, the Social Security number, the Employer Code (11556) and the website, [www.theworknumber.com](http://www.theworknumber.com), or the Requester number: (800) 367-5690.

Within minutes, the person requesting the Employment and Payroll information will be able to view the information on the web, listen to the information over the phone, or receive the information by fax.

**Government Agencies:** Employees seeking assistance from a government agency must tell the person at the agency to access the special Government Agency Employment Verification by logging onto [www.theworknumber.com/socialservices](http://www.theworknumber.com/socialservices) or by calling (800) 660-3399. The Government Agency must pre-register by calling (800) 996-7566 to use either method.

Website:	<a href="http://www.theworknumber.com">www.theworknumber.com</a>
Employee:	(800) 367-2884
Requester:	(800) 367-5690
Government Agency:	(800) 660-3399

### Frequently Asked Questions:

- Do I have to do anything to update my employment verification?  
*No, the employment and payroll information is automatically updated after every payday.*
- Can I still get my employment verified by calling or writing to the Human Resources or Payroll Departments?  
*No, the Employment Verification InfoLine will be the only means to verify your employment.*

- Who will have access to my employment verification?

*Only those you wish to give access. You give a requester access to your information by providing your Social Security number and the Requester InfoLine telephone number.*

- What if I have problems using The Work Number? What if I need the assistance of a translator?

*You may contact The Work Number Client Service team by calling (800) 996-7566. They are available Monday through Friday 8:00 a.m. to 9:00 p.m. Eastern time, except major holidays.*

## **6-8. Contact Information**

For questions regarding worksite issues such as hours of work, schedule, work procedures, or training, employees should contact their worksite supervisor.

For questions regarding paychecks or benefits, employees should contact the Company's payroll team or Oasis Corporate Office at (888) 627-4735.

For questions regarding work-related injuries, employees should contact the Oasis Risk Management Department at (800) 329-7823.

Employees that have any questions regarding the contents of this document should ask their worksite supervisor or contact:

Oasis Outsourcing  
Attn: HR Service Center  
2054 Vista Parkway, Suite 300  
West Palm Beach, FL 33411  
(888) 818-9797

## General Handbook Acknowledgment

This Employee Handbook is an important document intended to help employees become acquainted with the Company. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the Company's operations may change, the contents of this Handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of Management.

Please read the following statements and sign below to indicate receipt and acknowledgment of this Employee Handbook.

**I have received and read a copy of the Company Employee Handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the Company at any time.**

**I further understand that my employment is terminable at will, either by myself or the Company, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.**

**I understand that no contract of employment other than "at will" has been expressed or implied, and that no circumstances arising out of my employment will alter my "at will" status except an express written agreement signed by the CFO.**

**I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of the Company's Employee Handbook.**

---

Employee's Printed Name

---

Position

---

Employee's Signature

---

Date

The signed original copy of this acknowledgment should be given to Management - it will be filed in your personnel file.

## Receipt of Discrimination, Harassment, and Retaliation Prevention Policy

The Company does not tolerate and prohibits discrimination, harassment, or retaliation of or against job applicants, contractors, interns, volunteers, or employees by another employee, supervisor, vendor, customer, or any third party on the basis of race, religion, creed, color, age, sex, sexual orientation, gender, gender identity, gender expression, national origin, ancestry, marital status, civil union status, medical condition, disability (mental and physical), military and veteran status, pregnancy, childbirth and related medical conditions, or any other characteristic protected by applicable federal, state, or local laws and ordinances.

**All discrimination, harassment, and retaliation is unacceptable in the workplace and in any work-related settings such as business trips and business-related social functions, regardless of whether the conduct is engaged in by a supervisor, co-worker, client, customer, vendor, or other third party.**

If an employee believes someone has violated the Discrimination, Harassment, and Retaliation Prevention Policy or the Equal Employment Opportunity Policy, the employee should promptly bring the matter to the immediate attention of the CFO. If this individual is the person toward whom the complaint is directed the employee should contact any higher level manager in the reporting chain. If the employee makes a complaint under this policy and has not received a satisfactory response within five (5) business days, he/she should contact the CFO immediately.

Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in disciplinary action, up to and including termination. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to Management or who cooperate in the investigations of such reports in accordance with this policy. Employees who make complaints in bad faith may be subject to disciplinary action, up to and including termination. All employees must cooperate with all investigations.

While employees are encouraged to report claims internally, if an employee believes that he/she has been subjected to harassment, discrimination, or retaliation, he/she may file a formal complaint with an applicable government agency. Using the Company's complaint process does not prohibit an employee from filing a complaint with a state or federal agency.

Remember, The Company cannot remedy claimed discrimination, harassment, or retaliation unless employees bring these claims to the attention of management. Employees should not hesitate to report any conduct which they believe violates this policy.

I have read and I understand the Company Discrimination, Harassment, and Retaliation Prevention Policy.

---

Employee's Printed Name

---

Position

---

Employee's Signature

---

Date

The signed original copy of this acknowledgment should be given to Management - it will be filed in your personnel file.