



PLATINUM EMPIRE GROUP,  
INC.'S  
CALIFORNIA TEMPORARY  
EMPLOYEE HANDBOOK

TABLE OF CONTENTS

WELCOME .....4

AT-WILL .....4

AUTHORIZATION TO WORK (REQUIRED PROOF) .....4

DRUG AND ALCOHOL ABUSE .....5

ELECTRONIC COMMUNICATION AND SOCIAL MEDIA.....5

EMPLOYMENT OF RELATIVES .....7

EQUAL EMPLOYMENT OPPORTUNITY .....7

REASONABLE ACCOMMODATION OF DISABILITIES .....7

RELIGIOUS ACCOMMODATION .....8

OPEN DOOR POLICY .....8

SECURITY .....8

PROHIBITION AGAINST HARASSMENT, DISCRIMINATION, AND  
RETALIATION .....9

SOLICITATION/COLLECTIONS/DISTRIBUTIONS .....10

STANDARDS OF CONDUCT .....11

OFF THE CLOCK WORK.....12

OVERTIME .....13

PAYDAYS.....13

TIME CARDS .....14

INSURANCE.....14

PAID SICK LEAVE .....16

JURY/WITNESS DUTY .....17

MEDICAL OR FAMILY CARE LEAVE OF ABSENCE (FMLA/CFRA).....18

PREGNANCY DISABILITY LEAVE OF ABSENCE, ACCOMMODATION, AND TRANSFER .....	22
MEDICAL LEAVE AS A REASONABLE ACCOMMODATION .....	23
BEREAVEMENT LEAVE.....	23
MILITARY LEAVE.....	24
MILITARY SPOUSE/REGISTERED DOMESTIC PARTNER LEAVE.....	24
REHABILITATION LEAVE.....	24
TIME OFF TO APPEAR AT A CHILD’S SCHOOL/CHILD CARE PROVIDER.....	25
ORGAN/MARROW DONATION LEAVE.....	25
<b>CRIME VICTIM LEAVE AND ACCOMMODATION.....</b>	<b>26</b>
<b>LITERACY ASSISTANCE .....</b>	<b>27</b>
<b>VOTING LEAVE.....</b>	<b>28</b>
ASSIGNMENT PROCEDURES.....	28
ATTENDANCE AND PUNCTUALITY .....	28
BULLETIN BOARDS.....	29
CELLULAR TELEPHONES .....	29
CLASSIFICATION OF EMPLOYEES .....	29
COMPANY PROPERTY .....	30
CONFIDENTIALITY.....	30
CONFLICT OF INTEREST .....	30
DRESS AND GROOMING STANDARDS .....	31
EMPLOYEE GIFTS .....	32
EQUIPMENT AND FACILITIES .....	32
EXPENSE REIMBURSEMENT .....	32
PER DIEM REIMBURSEMENT.....	32
HOURS OF WORK.....	33

MEAL AND REST PERIODS .....	33
LACTATION ACCOMMODATION .....	34
OUTSIDE EMPLOYMENT.....	35
PERSONAL INFORMATION.....	35
PERSONAL PHONE CALLS AND MAIL .....	36
RECOVERY PERIODS .....	36
SAFETY .....	36
SMOKING POLICY .....	36
TOOLS AND EQUIPMENT .....	37
USE OF VEHICLES.....	37
WORKPLACE VIOLENCE.....	37
MANAGEMENT RIGHTS CLAUSE.....	38
IN CLOSING .....	38

## **WELCOME**

Welcome to Platinum Empire Group, Inc., which does business in California as “Platinum Healthcare Staffing” and “Platinum Enterprise Solutions” (collectively referred to herein as the “Company”).

This California Temporary Employee Handbook (the “Handbook”) was written to help our California temporary employees get acquainted with the Company and give them a brief explanation of some of the policies and procedures of the Company, and therefore cannot be considered a contract for continued or long-term employment. This Handbook governs all California temporary employees of the Company. If you are a corporate employee of the Company, or a non-California-based employee, this Handbook does not apply to you and you should see Human Resources in order to obtain the appropriate handbook applicable to your employment with the Company.

Because circumstances change, the Company may find that it will have to change, add, delete, or modify its policies and benefits from time to time, except for the “at-will” nature of the employment relationship, which may only be modified by a written agreement signed by the President of the Company and the employee. In the event that Company policies or benefits change, the Company will endeavor to provide you with prior notification.

This Handbook will not answer all of your questions but is designed to address those most frequently asked. Should you need additional information, please contact Human Resources

## **AT-WILL**

All employees of the Company are employed “at-will,” meaning that the terms of employment may be changed with or without notice, with or without cause, including, but not limited to termination, demotion, promotion, transfer, compensation, benefits, duties, and location of work. There is no agreement, express or implied, between the Company and its employees for continuing or long-term employment. Accordingly, the Company or the employees may terminate the employment relationship at any time, with or without notice and with or without cause. No one other than the President of the Company may enter into any other agreement contrary to the policy of at-will employment. Any such agreement that is contrary to the policy of at-will employment must be in writing and signed by both the President of the Company and the employee.

## **AUTHORIZATION TO WORK (REQUIRED PROOF)**

The Company is in full compliance with the Immigration Reform and Control Act of 1986. All persons hired after November 6, 1986, are required to provide documentation proving the legal right to work in the United States within 72 hours of hire. The Company will have no recourse but to terminate employees who fail to provide such proof with authentic documents in a timely manner.

## **DRUG AND ALCOHOL ABUSE**

While it is not the Company's intent to infringe upon the private lives of its employees, management has the responsibility to provide a safe and hazard free work environment. Therefore, all employees are expected to arrive at work fit for duty, and to remain so for the remainder of the work period.

No employee may enter Company or client premises while under the influence of, or have in their possession, any intoxicating beverage or illegal drug (meaning any drug that is illegal per applicable law or use of a legal drug in an illegal fashion). Likewise, the use, sale, transfer or possession of alcohol or illegal drugs on the job, on Company or client property, in Company vehicles, or in personal vehicles while on Company business is prohibited.

Employees using medication prescribed by a licensed physician who believe they may need an accommodation should contact Human Resources. In some instances, employees may be required to provide management with proof that such medication is safe to take while the employee is on duty. Management will have sole discretion as to whether or not it will be safe for those employees to remain on duty.

Employees are strictly forbidden to consume alcoholic beverages or illegal drugs during work time, nor may they work while under the influence of such substances.

Although marijuana may be obtained under California law, marijuana is still illegal under federal law. As such, use, sale, transfer, possession, or being under the influence of marijuana, whether prescribed or recreational, during working time, while on Company or client property, or while performing Company business, violates this policy.

Management reserves the right to require and conduct drug or alcohol tests whenever reasonable suspicion exists that an employee is under the influence of alcohol or drugs as prohibited by this policy.

Employees who are convicted of a drug related crime occurring in the workplace must notify the Company within five (5) days of the conviction.

Failure to comply with these work rules may lead to disciplinary action up to and including termination.

## **ELECTRONIC COMMUNICATION AND SOCIAL MEDIA**

The Company's electronic communication and information systems including, but not limited to, electronic mail ("e-mail"), voice mail, and computer system are Company property and should be used for Company purposes only during working time. Nothing should be entered into these systems without good reason. Further, an employee may not retrieve information from the Company's computer system for personal purposes or for use outside the employee's duties for the Company. All such use of the Company's computer system is unauthorized.

The Company reserves the right to: 1) Monitor and retrieve information from these systems to ensure that its property is being used for appropriate business purposes only; and 2) Disclose or

use any information found in these systems. Employees do not have a personal privacy right in any matter created, received, sent, or stored in the Company's systems. Finally, employees should not disclose the Company's confidential, trade secret, and/or proprietary information from these systems to unauthorized persons. Such information includes, but is not limited to, business and product plans; customer and dealer lists; technical data; unpublished costs, prices, and discounts; and estimates and financial projections.

The Company's Social Media Policy applies to employees who use/participate in the following:

- Multi-media and social networking websites including, but not limited to, LinkedIn, Facebook, Instagram, TikTok, Snapchat, and YouTube;
- Blogs and Micro-blogs such as Twitter; and
- Wikis, such as Wikipedia, and any other site where text can be posted.

All of these activities are referred to as "Internet Postings" in this Policy.

Common sense is the best guide if you decide to post information in any way relating to the Company. If you are unsure about any particular posting, please contact Human Resources for guidance.

Your Internet Postings should not disclose any information that is confidential or proprietary to the Company or to any third party that has disclosed information to the Company. Your postings should respect copyright, privacy, fair use, financial disclosure, and other applicable laws. Do not use any Company logo, trademark, or graphic without written approval.

Because you are legally responsible for your postings, you may be subject to liability if your posts are found defamatory, harassing, or in violation of any other applicable law. You may also be liable if you make postings which include confidential or copyrighted information (music, videos, text, etc.) belonging to third parties. All of the above mentioned postings are prohibited under this policy if they relate to the Company, or its operations. The Company shall not be liable, under any circumstances, for any errors, omissions, loss, or damages claimed or incurred due to any of your Internet Postings.

If a member of the news media or blogger contacts you to comment on an Internet Posting on behalf of the Company, please refer that person to Human Resources.

Under no circumstances may Internet Posting interfere with your job duties. Non-exempt employees may not access Company e-mail, the Internet, or make Internet Postings for business purposes during non-working time unless specifically authorized by Human Resources and all such time must be recorded as time worked. Violation of this policy may result in disciplinary action up to and including termination.

## **EMPLOYMENT OF RELATIVES**

Relatives will not be eligible for employment with the Company where potential problems of supervision, safety, security, morale, or conflicts of interest exist. Relatives include an employee's parent, child, spouse, domestic partner, brother, sister, in-law and step-relationships.

If two (2) employees marry or become related, and the potential problems noted above exist, only one (1) of the employees will be permitted to stay with the Company unless reasonable accommodation can be made to eliminate the potential problems.

## **EQUAL EMPLOYMENT OPPORTUNITY**

The Company shall recruit, hire, train, and promote in all job titles, including interns, apprentices, and volunteers, without regard to race, color, religion, sex, pregnancy (including childbirth and related medical conditions), gender, gender identity, gender expression, national origin, ancestry, physical disability, mental disability, age, medical conditions (including cancer or genetic characteristics), genetic information, marital status, military and veteran status, sexual orientation, transgender status, reproductive health decisionmaking (including, but not limited to, a decision to use or access a particular drug, device, product, or medical service for reproductive health), or any other basis protected by applicable law. All personnel actions such as compensation, benefits, Company-sponsored training, apprenticeships, internships, volunteer opportunities, transfer, demotion, termination, layoff, and return from layoff, shall be administered without regard to race, color, religion, sex, pregnancy (including childbirth and related medical conditions), gender, gender identity, gender expression, national origin, ancestry, physical disability, mental disability, age, medical conditions (including cancer or genetic characteristics), genetic information, marital status, military and veteran status, sexual orientation, transgender status, reproductive health decisionmaking (including, but not limited to, a decision to use or access a particular drug, device, product, or medical service for reproductive health), or any other basis protected by applicable law.

The Company shall not require, as a condition of employment, continued employment, or a benefit of employment, the disclosure of information relating to an applicant's or employee's reproductive health decisionmaking. Additionally, the Company will provide registered domestic partners with all rights and benefits as required by law.

Any employee who is aware of conduct that may violate this policy should report it immediately their supervisor at the Company, any other Company supervisor, or the Human Resources Manager, as well as their client on-site supervisor, consistent with the Complaint Procedure within the Prohibition Against Harassment, Discrimination and Retaliation Policy.

## **REASONABLE ACCOMMODATION OF DISABILITIES**

The Company is committed to providing equal employment opportunities to qualified individuals with disabilities. Consistent with this commitment, the Company will provide reasonable accommodation(s) to applicants and employees with disabilities if the reasonable accommodation(s) would allow the individual to perform the essential functions of the job and unless the accommodation(s) would create an undue hardship to the Company or a direct threat



of substantial harm to the individual or others. Employees who believe that they need an accommodation because of their disability should bring their request for reasonable accommodation to their supervisor at the Company or the Human Resources Department. Employees may make the request orally or in writing. After receiving an oral or written request, the Company will engage in a timely interactive dialogue with the employee. The Company makes determinations about reasonable accommodations on a case-by-case basis consistent with applicable law.

### **RELIGIOUS ACCOMMODATION**

The Company reasonably accommodates the protected religious beliefs and practices of qualified applicants and employees, unless the accommodation would cause an undue hardship to the Company. Should an applicant or employee believe they need a reasonable accommodation due their religious beliefs or practices, they should bring their request forward to their supervisor at the Company or Human Resources. The Company makes determinations about reasonable accommodations on a case-by-case basis consistent with applicable law.

### **OPEN DOOR POLICY**

Relationships can often suffer because people fail to communicate with each other. The Company believes that work-related problems, questions, or complaints can best be resolved by frank and prompt discussion between the employee and management. If an employee has a work-related issue that needs resolution, the employee should feel free to discuss the issue with the employee's supervisor at the Company. If the matter is personal in nature and the employee does not feel comfortable discussing the matter with the employee's supervisor at the Company, the employee should discuss the matter with Human Resources. However, if an employee wishes to report a potential violation of the Company's Prohibition Against Harassment, Discrimination, and Retaliation policy, or any other Company policy which includes a specific complaint procedure, the employee should follow the complaint procedure within that policy.

Employees shall be able to address employment related issues with management without fear of retribution.

### **SECURITY**

For general security and safety reasons and to protect Company and client property, the Company and its clients reserve the right to conduct inspections of all work and non-work areas on Company or client premises, and of Company or client-provided items such as desks, computers, cabinets, lockers, shelves and any other Company or client-owned property. In addition, for security and safety purposes and for purposes of enforcing Company and client policies, Company inspections and/or searches may also occur of any other property and/or person on Company premises, including, but not limited to, purses, brief cases, packages, and vehicles. The employee acknowledges that bringing any property and/or vehicle onto Company or client property constitutes consent to the search of such property and/or vehicle. These inspections and searches may occur at any time without prior notice. Failure to comply with this policy may result in disciplinary action up to and including termination.

## **PROHIBITION AGAINST HARASSMENT, DISCRIMINATION, AND RETALIATION**

The Company is committed to providing a workplace free of sexual harassment and retaliation, as well as harassment and discrimination based on race, color, religion, sex, pregnancy (including childbirth and related medical conditions), gender, gender identity, gender expression, national origin, ancestry, physical disability, mental disability, age, medical conditions (including cancer or genetic characteristics), genetic information, marital status, military and veteran status, sexual orientation, transgender status, reproductive health decisionmaking (including, but not limited to, a decision to use or access a particular drug, device, product, or medical service for reproductive health), or any other basis protected by federal, state, or local laws (collectively, “protected categories”). The Company prohibits all such conduct by employees, managers, supervisors, or third parties towards other employees, interns, apprentices, applicants, volunteers, contractors, or other persons with whom employees come into contact while engaged on Company business. Harassment, discrimination, and retaliation are prohibited by the Company in all business situations and environments, including, without limitation, in the workplace, at work-related networking or social events, at customer/client sites, and while traveling for work. In addition, harassment, discrimination, and retaliation may violate the California Fair Employment and Housing Act and Title VII of the 1964 Civil Rights Act.

Harassment includes, but is not limited to, inappropriate verbal behavior (epithets, derogatory comments or slurs); physical behavior (assault, impeding or blocking movement, or any physical interference with normal work or movement); or visual behavior (derogatory posters, cartoons, or drawings).

In addition, sexual harassment includes, but is not limited to, unwelcome sexual advances, requests, and propositions for sexual favors and other misconduct, such as staring or making sexual or other inappropriate gestures or facial expressions; touching someone else in an inappropriate manner, including unwelcome grabbing or hugging; impeding or blocking someone’s movements; displaying vulgar or other inappropriate posters, cartoons, drawings, or other images or visual content; using sexualized epithets or slurs or making comments or jokes of a sexualized nature (whether verbally or in texts, emails, or other written form); and subjecting others to any inappropriate or degrading conduct based upon their sex or gender. Harassment also includes conduct that has the purpose or effect of substantially interfering with an individual’s work performance or creating an intimidating, hostile, or offensive working environment.

Discrimination means withholding or revoking employment-related opportunities or benefits, taking adverse employment actions against, or otherwise subjecting someone to negative treatment, due to their protected categories.

Retaliation involves subjecting someone to negative treatment (including, without limitation, withholding or revoking employment-related opportunities or benefits from someone or treating them in an otherwise hostile fashion) because they have engaged in protected conduct, such as opposing any practices forbidden by this policy, making an internal or external complaint regarding conduct they believed violated this policy; or participating in an investigation of or providing testimony regarding a claim of such misconduct.

## **Complaint Procedure**

Any individual who believes that they have been subject to harassment (including sexual harassment), discrimination, or retaliation, or who is otherwise aware that someone has violated this policy or our Equal Employment Opportunity (“EEO”) Policy, should immediately report this matter to their supervisor at the Company, any other Company supervisor, or the Human Resources Manager, as well as to their client on-site supervisor. The complaint can be made verbally or in writing. Supervisors who learn of any conduct that may violate this policy against harassment, discrimination, or retaliation must immediately report it to the Human Resources Manager.

## **Investigations**

All complaints of conduct that may violate this or the EEO policy will be investigated by the Company. Investigations will be timely, impartial, fair, and thorough. Investigations will be kept confidential to the extent possible under the circumstances, however, the investigation will not be kept completely confidential. Employees are prohibited from impeding an investigation, and the Company will not allow retaliation against any employee because they have participated in an investigation. Information obtained during the investigation process will be only shared with individuals on a need-to-know basis. During the investigation, the Company will provide all parties with appropriate due process and will reach reasonable conclusions based upon the evidence collected.

## **Corrective Action**

If the investigation discloses a violation of this policy, appropriate remedial action will be taken, up to and including termination of employment.

## **California Civil Rights Department Training**

Please note that the California Civil Rights Department (CRD) makes sexual harassment training courses available online at the following website: <https://calcivilrights.ca.gov/shpt/>. Employees may review the CRD’s training materials, in addition to the harassment training that is provided by the Company.

## **SOLICITATION/COLLECTIONS/DISTRIBUTIONS**

In order to avoid disruption of Company operation, employees may not solicit during working time. Employees also may not distribute literature during working time. Non-employees may not solicit or distribute at any time on Company property.

Working time includes the working time of both the employee doing the soliciting and distributing and the employee to whom the soliciting and distributing is being directed. Working time does not include rest periods, meal periods, or any other specified periods during the workday when employees are not engaged in performing their work tasks.

## STANDARDS OF CONDUCT

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

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

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

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

1. Entering Company or client property, driving Company vehicles, or driving personal vehicles while on Company business while under the influence of, or having in their possession, any intoxicating beverage or illegal drug (as defined by state or federal law). This includes consumption, sale, or transfer of such substances during work time either in Company vehicles or personal vehicles on Company business.
2. Stealing or attempting to steal Company property or the property of other employees or clients.
3. Bringing onto Company or client property firearms, ammunition, or concealed weapons of any kind.
4. Fighting, scuffling, or indulging in horseplay.
5. Removing Company or client property without written approval.
6. Destroying or damaging Company or client property or the property of other employees.
7. Falsifying time records.
8. Refusing instruction from your supervisor.
9. Failing to comply with all of the lawful policies, procedures, rules, and regulations of Company clients at whose worksite you are temporarily assigned to work. If you have any concerns regarding the policies, procedures, rules, or regulations of a client, please promptly contact your Company supervisor or Human Resources.

10. Falsifying employment application or other documents required by the Company.
11. Failing to observe dress or safety rules.
12. Excessive tardiness or absenteeism.
13. Leaving work without permission.
14. Threatening, intimidating, coercing, harassing, or interfering with fellow employees, clients, vendors or subcontractors or indulging in harmful gossip.
15. Engaging in harassment, discrimination, or retaliation of any kind.
16. Performing activities other than Company work during working time.
17. Abusing telephone privileges. Engaging in non-business use of the Internet or personal cellular telephone use including, but not limited to, texting, instant messaging, blogging, and posting, during working time. Nothing in this policy shall prevent an employee from accessing the employee's cellular telephone for seeking emergency assistance, assessing the safety of an emergency situation, or communicating with a person to verify their safety.
18. Violating any criminal law which has some bearing on work performed for the Company.
19. Failing to immediately report to Human Resources any injury, no matter how slight.
20. Carrying unauthorized passengers during working time.
21. Engaging in relationships with other employees which may be considered a conflict of interest or create a problem of supervision, safety, security or morale.
22. Engaging in behavior that is offensive to other employees, including distributing or displaying offensive materials.
23. Impeding an internal or external investigation, or retaliating against any employee for participating in an internal or external investigation.
24. Recording conversations, phone calls, images, or Company or client meetings with any recording device, or capturing videos or images using cellular telephones, cameras, and other similar devices without prior approval.

### **OFF THE CLOCK WORK**

It is Company policy to pay employees for all work performed by its employees. It is a violation of Company policy for any Company supervisor to instruct any non-exempt (hourly) employee to perform any work off-the-clock, to suggest to non-exempt employees that performing work for the Company without compensation is acceptable, or to adjust any non-exempt employee's time records to deny them compensation for time worked.

In addition, it is also a violation of Company policy for non-exempt employees to work off-the-clock for any reason. If an employee does work off-the-clock, the employee must record and report the time to Human Resources.

Occasional overtime may be required. However, all overtime requires prior approval by both your Company supervisor and your client on-site supervisor. It is never acceptable for a non-exempt employee to work off-the-clock in order to avoid working overtime.

Any employee who believes they have been instructed to work off-the-clock or for whatever reason has performed work for which the employee has not been paid, should report it to the employee's supervisor at the Company, Human Resources, or other member of management. It is the duty of any member of Company management who is aware that off-the-clock work is taking place to make the employee aware that the employee must either clock in or stop performing work-related tasks. The incident must be reported to Human Resources to avoid future re-occurrences.

### **OVERTIME**

Overtime may be required for all positions within the Company. Overtime is a requirement of employment when necessary. The Company pays overtime to non-exempt employees at 1.5 times their regular rate of pay for hours worked in excess of eight (8) per day, 40 per week, or during the first eight (8) hours on the seventh (7th) consecutive day worked in a work week, and double time for hours worked after 12 in one (1) day or after eight (8) hours on the seventh (7th) consecutive day worked in the work week. All overtime must be pre-approved by both an employee's supervisor at the Company and their client on-site supervisor.

Exempt employees do not receive overtime pay as their salary compensates them for all of their working time.

### **PAYDAYS**

All employees are paid on a weekly basis every Friday. Paychecks will be distributed at your work place, unless you voluntarily elect to receive your pay by direct deposit. Please see the Payroll Department to obtain the forms necessary to receive your pay by direct deposit. If a payday should fall on a Company recognized holiday, or on a weekend, paychecks will be distributed the preceding business day. If an employee is absent on a payday, it is the employee's responsibility to make arrangements with Human Resources to have the paycheck delivered to the employee. Otherwise, the paycheck will be held until the employee returns to work.

It is imperative that time records be submitted to payroll on time. Failure to turn in time records by the deadline could affect the issuing of your wages in a timely fashion, and could lead to disciplinary action. All time records must be approved by an employee's supervisor. For payroll purposes, the work week is 12:00 a.m. Sunday through 11:59 p.m. Saturday.

All employees are subject to required deductions for federal, state and local taxes.

## TIME CARDS

Adherence to the established time card procedure will ensure that employees receive all monies due for time worked in compliance with state and federal laws.

All non-exempt employees are required to prepare Company-provided time cards indicating hours worked and absences during each pay period. This is in addition to preparing any time cards that may be required by any Company client for whom you are temporarily assigned to work. All Company-provided time cards are to be filled in on a daily basis. Such time cards shall not reflect an automatic listing of scheduled hours, but must reflect actual hours worked, regardless of whether or not actual hours are the same as scheduled hours. Rest periods are with pay and therefore the start and end times of an employee's rest periods not recorded on the employee's Company-provided time card. Meal periods are without pay and accordingly the start and end times of meal periods should be recorded on the employee's Company-provided time card.

Time cards are official Company documents. Falsifying or altering time cards or completing the time card of another employee are grounds for disciplinary action, up to and including termination.

The time card should reflect all missed time from work and the reason (i.e., paid sick leave, other excused absence, unexcused absence, etc.).

No "corrections" of original time card entries are permitted on Company-provided time cards without management's approval; employees should report the need for any corrections to their Company supervisor or the Company's Payroll Officer. Each employee must sign their Company-provided time card in ink, at the END of the pay period or the temporary assignment, and then submit it to the Company's Account Manager for approval. The Company's Account Manager should sign the card indicating approval after verifying the accuracy of the card. The Company's Account Manager shall forward the time card to the Payroll Department in a timely manner.

## INSURANCE

### **Group Insurance:**

The Company offers group health insurance coverage to employees as required under the Patient Protection and Affordable Care Act. The Company also offers group dental, vision, and life insurance coverage to eligible employees. Once an employee becomes eligible for group insurance, the coverage and premiums required will be explained to them.

### **Workers' Compensation:**

In the event of an injury or illness arising out of and occurring in the scope of employment, Workers' Compensation coverage, which includes medical care, is provided, and is completely paid for by the Company. Because of this, it is imperative that all accidents, no matter how slight, be reported to Human Resources immediately in order to ensure the proper Workers' Compensation procedures are followed. Failure to report an accident could result in an

employee being ineligible for Workers' Compensation benefits and may be grounds for disciplinary action.

#### **State Disability Insurance:**

This insurance is provided for employees who suffer a non-job related or off-the-job illness or injury, and is paid for through payroll deductions by state law. Employees who are covered by California State Disability Insurance ("SDI") plans may receive benefits after the seventh (7th) day of disability. Employees who would like more information about SDI should contact Human Resources or visit the Employment Development's ("EDD") website. Employees should apply for SDI through the EDD. The EDD makes all eligibility and benefits determinations regarding SDI.

#### **Paid Family Leave:**

Employees who take time off to care for a parent, child, grandparent, grandchild, sibling, parent-in-law, spouse, or domestic partner with a serious health condition; to bond with a new child; or to participate in a qualifying exigency related to covered active duty or a call to covered active duty for an employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States, may be eligible for income replacement benefits through the California Employment Development Department ("EDD") for up to eight (8) weeks. Employees should contact Human Resources or visit the EDD's website for additional information. Employees must apply for Paid Family Leave benefits through the EDD, prior to receiving any Paid Family Leave benefits to which they are entitled. The EDD makes all eligibility and benefits determinations for Paid Family Leave.

Despite its name, Paid Family Leave is only an income replacement benefit. Employees who wish to take time off to care for a family member, to bond with a new child, or to participate in a qualifying exigency related to a family member must contact Human Resources to request a leave of absence pursuant to Company's leave policies and obtain approval to take the leave.

#### **Social Security:**

All employees of the Company are subject to Social Security and Medicare withholdings. The Company pays one-half of the current tax charged by the federal government to provide a monthly income to retired employees. Each employee pays the other half of the current tax through automatic payroll deductions. The amount of the tax is regulated by federal law.

#### **Unemployment Insurance Benefits:**

All States have adopted laws providing for payment of unemployment benefits to qualified individuals. The Company pays the entire cost of this program.

Employees are qualified for weekly Unemployment Insurance benefits if they meet certain qualifications established by the State. The weekly benefit amount is based upon the amount of wages earned in the highest quarter of the previous one (1) year period (base year period).



## PAID SICK LEAVE

### Eligibility and Accrual

All employees accrue paid sick leave as they work, at a rate of one (1) hour of paid sick leave for every 30 hours worked, up to a maximum accrual cap of 80 hours. New hires begin accruing paid sick leave at the start of their employment. For purposes of accrual, exempt employees will be presumed to work 40 hours per week, unless they are regularly scheduled to work less than 40 hours per week, in which case paid sick leave accrues based upon their usual schedule. Employees may begin using any accrued paid sick leave on the 90<sup>th</sup> day of their employment.

Paid sick leave carries over year to year until the maximum accrual cap of 80 hours is reached. Once an employee reaches the maximum accrual cap, they will not accrue any further paid sick leave until they use some paid sick leave and therefore fall below the accrual cap.

### Usage

Upon written or oral request, employees may use any accrued paid sick leave for the following purposes:

1. Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member, or for the illness or injury of an employee or the employee's family member;
2. For an employee or an employee's family member who is a victim of domestic violence, sexual assault, or stalking, to obtain or attempt to obtain any relief, including, without limitation, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or their child; to seek medical attention for injuries caused by crime or abuse; to obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse; to obtain psychological counseling or mental health services related to an experience of crime or abuse; or to participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation;
3. To aid or care for the employee's or a family member's guide dog, signal dog, or service dog;
4. When an employee donates bone marrow or an organ to another person or to care for or assist a family member for purposes related to that person's donation of bone marrow or an organ;
5. The employee's place of business is closed by order of a public official due to a public health emergency;
6. The employee is providing care or assistance to a child whose school or childcare provider is closed by order of a public official due to a public health emergency; and

7. Any other reason as required by applicable law.

For purposes of this policy, “family member” means any of the following: (1) A child, which means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status; (2) A 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; (3) A spouse; (4) A registered domestic partner; (5) A grandparent; (6) A grandchild; (7) A sibling; (8) Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship; or (9) a designated person. For purposes of this policy, a “designated person” means a person identified by the employee at the time the employee requests paid sick leave. An employee shall be limited to one designated person per 12-month period for paid sick leave.

Employees may use sick leave in an initial minimum increment of one (1) hour. If the absence extends beyond one (1) hour, the actual time absent will be deducted from the employee’s paid sick leave bank.

#### Notice

If the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notification to their supervisor at the Company. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable. Employees using paid sick leave will not be responsible for finding another employee to cover their missed work time.

The Company may require supporting documentation from a health care provider for absences of more than three (3) consecutive working days in which paid sick leave is being used, to the extent permitted by applicable law. Such documentation should not specify any medical diagnosis or details.

#### Payment

For non-exempt employees, sick leave will be calculated based on the regular rate of pay for the work week in which the employee uses sick leave. For exempt employees, sick leave will be paid at the base rate of pay being earned at the time the sick leave is taken.

Sick leave benefits will be integrated with benefits provided under State Disability Insurance, if any. In no event shall the combination of disability benefits, plus sick leave benefits, exceed regular earnings.

Unused sick leave will not be paid out upon termination. Employees falsifying the need for paid sick leave are subject to disciplinary action up to and including termination of employment.

### **JURY/WITNESS DUTY**

If you have been summoned to serve on jury duty or have been subpoenaed to appear as a witness in a trial, you will be granted time off without pay, except as required by law, in order to

fulfill your civic duty. On days when you are not required to appear in court, you are expected to report to work on your regularly scheduled shift. Employees must submit proof of the summons or subpoena in advance to receive approved time off.

### **MEDICAL OR FAMILY CARE LEAVE OF ABSENCE (FMLA/CFRA)**

Under the federal Family Medical Leave Act (“FMLA”), an unpaid leave of absence may be granted to employees who: (1) have worked for the Company for at least 12 months (need not be consecutive), (2) have worked a minimum of 1,250 hours in the 12 months preceding the leave, and (3) who are employed at a work site where 50 or more employees are employed by the Company within a 75-mile radius of that work site. Under the California Family Rights Act (“CFRA”), an unpaid leave of absence may be provided to employees who satisfy (1) and (2) above, and who are employed by an employer with five (5) or more employees. All leaves under this policy are referred to as a “Medical or Family Care LOA.” Unless stated otherwise, the maximum allowable time for any Medical or Family Care LOA under this policy is 12 weeks per a rolling 12 month period. When permitted by applicable law, a Medical or Family Care LOA may count against an employee’s entitlement under both FMLA and CFRA concurrently.

A Medical or Family Care LOA may be taken for the following reasons:

- For the employee’s own serious health condition (excluding pregnancy, childbirth, or related medical conditions) that makes the employee unable to work at all or unable to perform any one (1) or more of the essential functions of the position of that employee (FMLA and CFRA);
- For the employee’s own serious health condition relating to pregnancy, childbirth, or related medical conditions (FMLA and Pregnancy Disability Leave);
- Baby bonding with a newborn of the employee or child newly placed with the employee by adoption or foster care placement (FMLA and CFRA);
- To care for the employee’s spouse, child, or parent with a serious health condition (FMLA and CFRA); or to care for the employee’s domestic partner, grandparent, grandchild, parent-in-law, sibling, or designated person with a serious health condition (CFRA). (For purposes of this policy, a “designated person” means any individual related to the employee by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave, however, the employee shall be limited to one designated person per 12-month period for purposes of CFRA leave); or
- Due to qualifying for Military Caregiver Leave or Military Qualifying Exigency Leave (as defined and described below).

## **Employee Notice**

Employees must provide sufficient information for the Company to determine if the leave may qualify as a Medical or Family Care LOA, as well as the expected timing and duration of the leave. Sufficient information may include for example that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances that support the need for Military Caregiver Leave or Military Qualifying Exigency Leave as indicated below. Employees also must inform the Company if the requested leave is for a reason for which Medical or Family Care LOA was previously taken or certified. When possible, the Company requests 30 days' notice of the need for leave in order to plan for work coverage. If 30 days' notice is not possible, then employees must provide as much notice as practicable under the circumstances and must follow the Company's call-in and/or attendance policies.

## **Company Notice**

Once an employee provides sufficient information, the Company will notify the employee (a) whether the employee is eligible for Medical or Family Care LOA and, if so, (b) whether any additional information is required, and (c) the employee's rights and responsibilities regarding such a leave. The Company will also notify an eligible employee who has requested Medical or Family Care LOA if the requested leave will be designated as FMLA/CFRA protected leave and counted against the employee's leave entitlement.

If the Company determines an employee is not eligible for Medical or Family Care LOA, the Company will provide at least one (1) reason for ineligibility. The Company will also inform the employee if it determines that the requested leave does not qualify for FMLA/CFRA protection.

Employees not eligible for a Medical or Family Care LOA may be eligible for an unpaid leave of absence due to their own disability or medical condition, which will be assessed by the Company on a case-by-case basis consistent with applicable law.

## **Serious Health Condition**

To qualify for a Medical or Family Care LOA for their own serious health condition or to care for a covered family member/designated person with a serious health condition, the employee or their covered family member/designated person must have a serious health condition. A serious health condition is an illness, injury (including, but not limited to, on-the-job injuries), 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 covered family member/designated person from participating in school or other daily activities. The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition."

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 (under FMLA only), or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### **Certification of Need for Medical or Family Care LOA**

The Company may require an attending health care provider's certification of the employee or covered family member/designated person's serious health condition. The Company may also require recertification supporting the need for leave upon expiration of the prior certification. In any case in which the Company has reason to doubt the validity of any medical certification provided to support an employee's request to take Medical or Family Care LOA because of the employee's own serious health condition, the Company may require the opinion of a second and third health care provider consistent with state and federal law.

### **Military Qualifying Exigency Leave**

Eligible employees under FMLA and CFRA may be provided up to 12 weeks of leave in a rolling 12 month period when the employee has a qualifying exigency arising out of the fact that a spouse, child, or parent (FMLA and CFRA) or domestic partner or parent-in-law (CFRA only) is on covered active duty or call to active duty status in the National Guard or Reserves or Armed Forces. "Qualifying exigency" is defined by law as: (1) short-notice deployment, (2) military events and related activities, (3) childcare and school activities, (4) financial and legal arrangements, (5) counseling, (6) rest and recuperation, (7) post-deployment activities, (8) parental care, and (9) additional activities where the Company and employee agree to the leave. Time off for Military Qualifying Exigency Leave counts towards the 12-week maximum allowable time for Medical or Family Care LOA under FMLA and/or CFRA, as applicable.

### **Military Caregiver Leave**

Pursuant to the FMLA only (not CFRA), eligible employees may be provided up to 26 weeks (one-half year) of leave during a single 12-month period to care for a covered servicemember. A covered servicemember is the employee's spouse, son, daughter, parent, or next of kin (meaning "nearest blood relative" or person "specially designated") who is a current member of the armed forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retirement list, for a serious injury or illness, and includes veterans who were members of the Armed Forces, National Guard or Reserves, any time during the past five (5) years, who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness, and was discharged or released under conditions other than dishonorable. An employee may take a maximum combined total of 26 weeks of leave for Military Caregiver Leave and other FMLA-qualifying leave in a single 12-month period.

### **During Medical or Family Care LOA**

When receiving State Disability Insurance ("SDI"), Paid Family Leave ("PFL"), Company-provided disability, or workers' compensation payments during a Medical or Family Care LOA, employees may choose to apply any accrued, unused paid sick leave to supplement their SDI, PFL, Company-provided disability, or workers' compensation payments, up to 100% of their normal wages. When employees are not receiving SDI, PFL, Company-provided disability, or

workers' compensation payments, they are required to use accrued, unused paid sick leave as follows: if an employee is on a Medical or Family Care LOA due to their own serious health condition, they are required to use any accrued paid sick leave; and if an employee is on a Medical or Family Care LOA for baby bonding purposes or due to the serious health condition of a covered family member or designated person, they may choose to use any accrued paid sick leave.

During a Medical or Family Care LOA, the Company shall maintain and pay for the employee's group health coverage at the same level and under the same conditions as coverage would have been provided if the employee had not taken the leave. Therefore, the Company will continue to pay all applicable group health insurance premiums which it ordinarily pays on behalf of the employee. Employees must continue to pay their usual share of the insurance premium during the leave of absence. If the employee uses accrued paid sick leave during the Medical or Family Care LOA, the Company will make a payroll deduction to obtain the employee's share of the insurance premium. If the employee is not using any accrued paid sick leave, then the employee must make payments to cover their share of the insurance premium by check made out to the Company.

The Company's obligation to maintain health benefits coverage ceases if an employee's premium payment is more than 30 days late. Prior to dropping coverage, the Company will provide written notice to the employee at least 15 days before coverage is to cease, advising that coverage will be dropped on a specified date at least 15 days after the date of the written notice, unless payment has been received by that date. If the employee fails to return from this leave, in some circumstances, the Company may attempt to recoup the cost of the insurance premiums paid on behalf of the employee during the leave.

Employees need not use their Medical or Family Care LOA entitlement in one (1) block. Such a leave may 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 Company's operations. In addition, the basic minimum duration of intermittent bonding leave is two (2) weeks, however, the Company will grant a request for such leave of less than two (2) weeks' duration on two (2) occasions.

### **Returning to Work from Medical or Family Care LOA**

Employees returning to work upon conclusion of the Medical or Family Care LOA will be returned to their original position or to an equivalent position with equivalent pay and benefits, provided such job would have been available had the employee not taken the leave. Prior to returning to work, where the leave of absence is for the employee's own serious health condition, the employee must provide the Company with certification from the attending health care provider indicating the employee is able to resume the employee's work.

Failure to return to work from a Medical or Family Care LOA on the designated date may be interpreted as the employee's voluntary resignation. If the employee returns to work outside of the legally allotted time for such a leave without a valid excuse, the employee will only be reinstated if there is an available open position which they are qualified to fill.

## **FMLA/CFRA Protections**

Use of any of the leaves permitted by the FMLA and the CFRA cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

It is unlawful for employers to interfere with, restrain, or deny the exercise of any right provided under the FMLA or the CFRA or to discharge or discriminate against any person for opposing any practice made unlawful by either law or for involvement in any proceeding under or relating to the FMLA or the CFRA. The FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides for greater family or medical leave rights.

If employees believe that they have been aggrieved, they may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

## **PREGNANCY DISABILITY LEAVE OF ABSENCE, ACCOMMODATION, AND TRANSFER**

A pregnancy-related leave of absence will be granted in accordance with applicable law. Employees disabled due to pregnancy, childbirth, or related medical conditions are eligible for a maximum of four (4) months of leave per pregnancy upon medical certification of the health care provider that the employee is so disabled. The "four (4) months of leave" means time off for the number of days or hours the employee would normally work within four (4) calendar months (one-third of a year or 17 1/3 weeks).

Employees may also be eligible for reasonable accommodations if the health care provider certifies it as medically advisable, including a reduced schedule or intermittent leave. If an employee's health care provider certifies that the employee has a medical need to take intermittent leave or leave on a reduced work schedule, the employee may be required to transfer temporarily to an available alternative position for which the employee is qualified, which has an equivalent rate of pay and benefits and can better accommodate the employee's leave requirements. Additionally, employees may transfer to a less strenuous or hazardous position or duties, if the health care provider certifies that the transfer is medically advisable and if such a transfer can be reasonably accommodated by the Company.

The Company requires the employee to utilize available paid sick leave during the otherwise unpaid portion of the leave (i.e., the portion of the leave in which the employee is not receiving payments from the State Disability Insurance program or private short- or long-term disability programs). An employee who is receiving such payments may elect to apply available paid sick leave, up to a combined total of 100% of their normal wages. Pregnancy disability leaves of absence run concurrently with time off under the FMLA (if the employee is otherwise eligible for FMLA), but not with time off under the CFRA.

The Company will continue to pay all applicable group insurance premiums which it ordinarily pays on behalf of the employee during the leave of absence. The employee must continue to pay the employee portion of the insurance premium during the leave of absence. Failure by the employee to make this premium payment may result in a loss of benefits.

At the conclusion of the pregnancy-related leave of absence, a medical certification from the health care provider stating the employee is released to return to work will be required. Following a pregnancy disability leave an employee will be returned to the same position held when the leave began, consistent with applicable law and unless an exception applies. All requests for pregnancy-related leaves of absence, transfers, or accommodations should be made to Human Resources 30 days in advance, if possible. Returning employees should notify the Company at least five (5) work days prior to their return. Employees failing to return on their scheduled return date may be considered to have voluntarily resigned. Employees who remain disabled following their exhaustion of pregnancy disability leave should notify Human Resources to discuss possible reasonable accommodations.

### **MEDICAL LEAVE AS A REASONABLE ACCOMMODATION**

Employees may be provided with an unpaid medical leave of absence as a reasonable accommodation, if they are unable to work due to a qualifying disability and have exhausted, or are ineligible for, FMLA, CFRA, or Pregnancy Disability Leave (“PDL”). Employees who believe they need such a leave of absence should bring the request forward to their supervisor at the Company or Human Resources, so that the Company can engage in a timely interactive process. The Company may require certification from the employee’s health care provider that the employee has a qualifying disability, is unable to perform the essential function(s) of their role with or without reasonable accommodation, and the expected duration of the leave. The Company will evaluate the leave request on a case-by-case basis consistent with applicable law. Employees on leaves approved under this policy may use any accrued paid sick leave. Such paid sick leave will be integrated with any State Disability Insurance benefits received by the employee, so that the employee receives no more than 100% of their usual compensation. During the leave, employees may be offered COBRA and be responsible for the premium payments, consistent with the terms and conditions of the Company’s health plan(s). Employees who receive a leave under this policy should contact Human Resources with any updates to their work status or planned return-to-work date. Employees who wish to extend their leave beyond their planned return-to-work date may be required to obtain additional certification from their health care provider so that the Company can evaluate their request for a leave extension consistent with applicable law. Prior to returning to work, employees may be required to obtain certification from their health care provider stating that they released to work with or without reasonable accommodation.

### **BEREAVEMENT LEAVE**

Upon the death of a covered family member, employees who have been employed for at least 30 days with the Company are eligible to take up to five (5) days of bereavement leave. The leave must be completed within three (3) months of the date of death and does not have to be taken on consecutive days.



The bereavement leave will be unpaid, however, an employee may use any accrued, unused sick leave during the unpaid portion of the leave.

A “covered family member,” for purposes of this policy, includes the employee’s spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law.

The Company may require, within 30 days of the first day of the employee’s bereavement leave, that the employee provide documentation of the death of the covered family member for whom the leave is taken. Documentation may include, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency. The Company shall maintain the confidentiality of an employee requesting leave under this policy, including that any documentation provided by the employee shall be maintained as confidential and shall not be disclosed except to Human Resources, or management, as necessary, or as required by law. The bereavement leave provided in this policy is separate and distinct from any rights provided pursuant to the CFRA.

The Company shall not retaliate in any way against an employee for use of bereavement leave or for exercising their rights pursuant to this policy and applicable law.

Employees should provide notice of their need to take bereavement leave as soon as practical to Human Resources.

### **MILITARY LEAVE**

The Company provides military leaves of absence in accordance with federal and state law. When possible, employees should give at least 30 days’ written or verbal notice of their need for military leave to their Company supervisor or the Human Resources Department. If 30 days’ notice is not practicable due to military necessity or otherwise, you should give as much notice as possible under the circumstances. If possible, please submit a copy of your orders or other documentation evidencing your need for military leave to your Company supervisor or the Human Resources Department.

### **MILITARY SPOUSE/REGISTERED DOMESTIC PARTNER LEAVE**

The spouse or registered domestic partner of a “qualified member” of the Armed Forces, who works an average of 20 hours per week, may be eligible to take up to 10 days of unpaid leave during the time in which the employee’s spouse or registered domestic partner is on leave from deployment during a period of military conflict.

To be eligible for the leave, the employee must provide notice within two (2) business days of receiving official notice that the employee’s spouse or registered domestic partner will be on leave from deployment and that the employee intends to take leave. Additionally, the employee may be required to submit written documentation to the Company certifying that the employee’s spouse or registered domestic partner will be on leave from deployment.

### **REHABILITATION LEAVE**

The Company will reasonably accommodate an employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program, provided that this reasonable accommodation does not pose an undue hardship to the Company. Employees taking unpaid time off pursuant to this policy may utilize accrued, unused paid sick leave. The Company shall make reasonable efforts to safeguard the privacy of an employee who discloses that they have enrolled in a drug or alcohol rehabilitation program. Employees wishing to request time off pursuant to this policy should contact Human Resources.

### **TIME OFF TO APPEAR AT A CHILD'S SCHOOL/CHILD CARE PROVIDER**

Employees who are the parent, guardian, stepparent, foster parent, or grandparent of, or the person who stands in loco parentis to, a child of the age to attend K-12 school or a child care provider, may take off up to 40 hours each year and up to eight (8) hours in any calendar month to find, enroll, or reenroll their child in a school or with a child care provider, or to participate in activities of the school or child care provider, if the employee, prior to taking the time off, gives reasonable notice to the Company of the planned absence.

In addition, eligible employees may utilize the above-referenced 40 hours per year to address a child care provider or school emergency, if the employee gives notice to the Company. A qualifying "child care provider or school emergency" means that the employee's child cannot remain in a school or with a child care provider due to one (1) of the following reasons:

- The school or child care provider has requested that the child be picked up, or has an attendance policy, excluding planned holidays, that prohibits the child from attending or requires the child to be picked up from the school or child care provider;
- Behavioral or discipline problems;
- The closure or unexpected unavailability of the school or child care provider, excluding planned holidays; or
- A natural disaster, including, but not limited to, fire, earthquake, or flood.

Time off taken under this policy shall be unpaid, unless the absence is for a reason that is also covered by the paid sick leave policy, in which case the employee may use paid sick leave. Employees taking time off under this policy must provide documentation from the school or child care provider to substantiate their use of the leave.

Employees will also be granted time off without pay to appear at their child's school or child care provider when the parent is required to do so by the school or child care provider.

### **ORGAN/MARROW DONATION LEAVE**

Employees may be eligible for a paid leave of absence for up to 30 business days in a one-year period for the purpose of donating the employee's organ to another person, and up to five (5) business days in a one-year period for the purpose of donating bone marrow to another person. The Company will grant an additional unpaid leave of 30 business days for the purpose of organ donation. The one-year period is measured from the date the employee's leave begins and consists of 12 consecutive months. The Company may require written verification that the

employee is an organ or bone marrow donor and there is a medical necessity for the donation. The Company may require the employee to take up to five (5) days of sick leave in cases of bone marrow donation, and up to two (2) weeks of sick leave in cases of organ donation. The Company will maintain and pay for the employee's health insurance, if provided, for the duration of the leave. Organ/Marrow Donation Leave will not be counted against an employee's time off under the FMLA or CFRA, and does not count as a break in the employee's continuous service for the purpose of the employee's right to sick leave.

### **CRIME VICTIM LEAVE AND ACCOMMODATION**

An employee who is a "victim" may take time off in order to obtain judicial relief to help ensure the health, safety or welfare of the employee or the employee's children.

For purposes of this policy a "victim" is defined as:

- A victim of stalking, domestic violence, or sexual assault.
- A victim of a crime (misdemeanor or felony offense, including an act of terrorism) that caused physical injury or that caused mental injury and a threat of physical injury.
- A person whose immediate family member is deceased as the direct result of a crime.
- Any person against whom any crime has been committed who needs to take time off from work to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding.

"Immediate family member" means any of the following: (1) A child, which means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status; (2) A 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; (3) A spouse; (4) A registered domestic partner; (5) A biological, foster, or adoptive sibling, a stepsibling, or a half-sibling; and (6) Any other individual whose close association with the employee is the equivalent of a family relationship.

An employee has the right to take time off from work to seek help to protect the employee or employee's children or the health, safety or welfare, of the employee or employee's children. An employee can take time off to get a restraining order or other court order. An employee may also take time off for any of the following reasons:

1. To seek medical attention for injuries caused by crime or abuse;
1. To obtain services from a domestic violence shelter, program rape crisis center, or victim services organization or agency as a result of crime or abuse;

2. To obtain psychological counseling or mental health services related to an experience of crime or abuse; or
3. To participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.

If an employee needs time off under this policy, the employee should notify Human Resources as soon as possible. If advance notice is not possible, the employee may be required to provide appropriate written certification of the reason for the absence. The permissible leave time shall not exceed or extend the unpaid leave time allowed under the FMLA.

This leave is unpaid by the Company, but an employee may use any accrued sick time for such time off. The Company shall maintain the confidentiality of any employee requesting this leave consistent with applicable law.

#### Reasonable Accommodation

The Company will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking, for the employees' safety while at work. A reasonable accommodation may include the implementation of safety measures, such as a transfer, reassignment, modified schedule, changed work telephone, changed work station or installed lock; assistance in documenting domestic violence, sexual assault, stalking, or other crime that occurs in the workplace; an implemented safety procedure; or another adjustment to the employee's job duties and position.

To request an accommodation under this policy, an employee should contact the Human Resources Manager. The Company will engage in an interactive process with the employee to identify possible accommodations, if any, that are effective and will make reasonable accommodations unless an undue hardship will result.

The Company will make reasonable efforts to maintain the confidentiality of any employee accommodation, and will not tell co-workers or anyone else about requests for accommodation unless necessary to provide the employee with the accommodation.

#### No Retaliation or Harassment

The Company will not treat an employee differently or terminate the employee's employment for any of the following reasons:

- An employee is a victim of domestic violence, sexual assault, or stalking.
- An employee requested leave time to seek assistance under this policy.
- An employee asked for assistance or changes in the workplace to ensure safety at work.

### **LITERACY ASSISTANCE**

The Company will reasonably accommodate and assist an employee who reveals an issue with illiteracy and requests employer assistance in enrolling in an adult literacy education program.

Possible accommodations may include providing the employee with the locations of local literacy education programs, arranging for a literacy education provider to visit the workplace, or providing unpaid time off to the employee in order to participate in such activities, provided the accommodation does not impose an undue hardship on the Company. The Company will make reasonable efforts to safeguard the privacy of the employee as to the fact that they have an issue with illiteracy.

### **VOTING LEAVE**

If an employee does not have sufficient time outside of working hours to vote in a statewide election, they may take off enough working time that, when added to the voting time available outside of working hours, will enable them to vote. No more than two (2) hours of the time taken off for voting shall be without loss of pay. The time off for voting must be used at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from working, unless otherwise mutually agreed upon by the employee and their supervisor at the Company. If practicable, the employee shall give Human Resources at least two (2) working days' notice that time off for voting is desired.

### **ASSIGNMENT PROCEDURES**

Temporary employees will be offered assignments based on availability as well as their experience and skills and client requirements. The Company will attempt to give you as much advance notice of your assignments as possible. Some opportunities, however, start right away. When you accept an assignment, you should note all important information, so you will be prepared for a good start.

You have the flexibility to accept or decline any assignments which are offered to you by the Company. However, you are expected to complete all assignments that you accept. If you realize that you will be unable to complete an assignment for any reason, please notify Human Resources (not the client) as soon as practicable, so we can secure a replacement. When your assignment with a client ends, please notify Human Resources that same day. The end of an assignment does not terminate your employment with us; you will remain a temporary employee of the Company eligible for temporary assignment to another client. If you fail to contact us at the end of an assignment, however, you may be considered to have voluntarily resigned.

### **ATTENDANCE AND PUNCTUALITY**

The Company relies on all employees to productively contribute to its success and profitability. Excessive, unexcused absences and/or tardiness interfere with the Company's and its clients' business operations, and place a burden on other employees, and may result in discipline, up to and including termination of employment.

Regular attendance and punctuality are expected of all employees. When tardiness or absence is unavoidable, an employee must notify Human Resources at least one (1) hour prior to their normal start time, or in the case of an unexpected emergency, as soon as reasonably possible. However, when using paid sick leave for time off, employees should follow the notification procedures outlined within the Paid Sick Leave policy. Failure to follow the required call-in procedures may result in discipline, up to and including termination.

A healthcare provider's release may be required in order to return to work following an absence due to illness or injury. The Company may also require supporting documentation from a health care provider for absences of more than three (3) consecutive working days in which paid sick leave is being used, to the extent permitted by applicable law. Such documentation should not specify any medical diagnosis or details. Failure to comply with such requests may be cause for disciplinary action, up to and including termination.

### **BULLETIN BOARDS**

The Company provides bulletin boards in order to keep our employees informed on a variety of subjects. Only authorized personnel are permitted to post, alter or remove anything on these boards. Unauthorized materials will be removed.

### **CELLULAR TELEPHONES**

The Company requires that employees act responsibly when using cellular telephones. Common courtesy dictates that employees not use cellular telephones in the common areas of the office or client worksites, so as not to disturb other employees during working time. Further, employees who utilize cellular telephones in the office or at client worksites should place the ringers on vibrate or other silent notification so the work of other employees is not interrupted. Nothing in this policy shall prevent an employee from accessing the employee's cellular telephone for seeking emergency assistance, assessing the safety of an emergency situation, or communicating with a person to verify their safety.

Employees must adhere to all federal, state or local rules and regulations regarding the use of cellular telephones while driving. Accordingly, employees must not use cellular telephones if such conduct is prohibited by law, regulation, or other ordinance.

Employees should not use hand held cellular telephones while driving for business purposes. Employees whose job responsibilities include regular driving and, who choose to accept or make business calls during that time, are required to use hands-free telephone equipment to facilitate the provisions of this policy. Contact Human Resources to receive more information about this essential equipment.

Employees whose job responsibilities do not specifically include driving as an essential function, but who may use a cellular telephone for calls related to Company business, are also required to abide by the provisions above. Under no circumstances are employees allowed to place themselves or others at risk to fulfill business needs.

Employees who are charged with traffic violations resulting from the use of a cellular telephone while driving will be solely responsible for all liabilities that result from such actions. Violations of this policy will be subject to discipline up to and including termination.

### **CLASSIFICATION OF EMPLOYEES**

Temporary Employee: Employees who are hired to provide services to the Company's clients on a temporary basis.

Corporate Employee: Employees who are hired to work at the Company's corporate offices and who assist in the administration of the Company. Such employees are not covered by this Handbook.

"Exempt employees" are exempt from payment of overtime due to meeting specified requirements under applicable law.

"Non-exempt employees" are eligible for overtime and will be paid in accordance with state and federal provisions. For the purpose of overtime calculations, hours paid but not worked (i.e., sick leave) will not be counted.

## **COMPANY PROPERTY**

Certain employees may be issued tools, safety equipment, uniforms, portable computers, cellular phones, or other Company property which the Company considers essential for the satisfactory performance of the job. Employees are expected to treat Company equipment carefully in order to preserve its usefulness. Employees may be asked to pay for Company equipment which is damaged through abuse or loss. Improper treatment of Company property may result in disciplinary action up to and including termination.

## **CONFIDENTIALITY**

During the course of employment with the Company, employees may be given, or have access to, confidential and/or trade secret information pertaining to the Company's or Company clients' business. All confidential information is disclosed or revealed to employees with the understanding that such information is considered to be secret and proprietary to the Company or its clients, and is a valuable commercial asset of the Company or its clients. As such, during and subsequent to the time of employment with the Company, employees are not to make use whatsoever, directly or indirectly, of the Company's or its clients' confidential information except for the purposes specified by the Company and as required to perform their job. Employees may not remove such information from the Company or its clients in any form or medium, nor may they use such information in connection with work performed for their personal benefit or for the benefit of any other person, firm, or corporation. Employees may not reveal, disclose, identify, or otherwise provide confidential information to any other person, firm, corporation, or other entity, including the general public.

Employees shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal.

## **CONFLICT OF INTEREST**

Situations that involve a conflict of interest between personal interests and the interests of the Company must be discussed with Company management in order to protect the interests of both parties.

It is the policy of the Company that all employees disclose any situation which does or may involve a conflict of interest between their personal interests and the interests of the Company.

While it is impossible to list every circumstance that may create possible conflicts of interest, the following should serve as a guide to the types of activities which may cause conflicts.

1. Disclosure or use of confidential, proprietary, or financial Company information, including information regarding projects, client costs, or systems to anyone not connected with the Company whether or not for personal profit.
2. A financial interest in an outside concern which does business with, or is a competitor of the Company (except where such ownership consists of securities of a publicly owned corporation regularly traded on the public stock market).
3. Rendering of directive, managerial, or consultant services to any outside concern which does business with, or is a competitor of, the Company, except with the Company's knowledge and consent.
4. Unless such items or actions are readily available to the general public, acceptance of gifts of more than \$25.00 value, loans, excessive entertainment, or other substantial favors from any outside concern which does, or is seeking to do business with, or is a competitor of, the Company, without full disclosure to and approval from management.
5. Representation of the Company in any transaction in which a personal interest exists.
6. Outside employment, directly or through an intermediary, which can or will adversely affect the employee's productivity or availability, including employment by competitor.
7. Removal of forms, books, records and systems from Company premises for use by other firms.

This list is not intended as a substitute for good judgment. If an employee discovers a situation which may possibly give rise to a conflict of interest or which may in any way detract from the performance of the employee's duties at the Company, disclosure should be made to the Company in order to protect the interest of the employee and the Company.

### **DRESS AND GROOMING STANDARDS**

Employees are asked to use their common sense with regard to their dress and appearance, and are expected to present a professional image. Employees must dress in a manner that is consistent with their responsibilities and lawful client dress requirements, if any. Attention should be paid to safety, Company and client image, and patient and client interaction. Company management, and specific clients for whom you are temporarily assigned to work, will explain



the proper dress requirements for your position. Employees inappropriately dressed will be sent home and required to return to work in appropriate attire.

### **EMPLOYEE GIFTS**

The Company understands that occasionally co-workers may want to acknowledge special events such as births, deaths, marriages or illnesses by soliciting contributions. This activity must be done during non-work time (i.e., rest periods and meal periods) away from all work areas and is not a Company-sponsored activity. Employee contributions and participation are entirely voluntary.

### **EQUIPMENT AND FACILITIES**

All employees are expected to maintain the facilities in a clean and orderly fashion. All work areas and desks are to be kept clean and neat at all times.

It is also very important that all employees exercise special care while operating and handling Company or client equipment. All breakage or damage should be reported to Human Resources as soon as possible.

### **EXPENSE REIMBURSEMENT**

The Company reimburses employees for all reasonable expenses that they incur directly in performing their job duties, including meals, travel, and mileage when required for business purposes. Employees will be reimbursed for mileage driven in their personal vehicles for business purposes at the then-current IRS rate. In order to obtain reimbursement from the Company, the employee must submit a copy of the appropriate bill, receipt, or other satisfactory evidence identifying the costs incurred to the Payroll Department consistent with IRS regulations. The employee must also complete the appropriate reimbursement request form and verify the amount of the expense, the date the expense was incurred, and the reason why the expense was incurred. All reimbursement requests must be submitted within 30 days of incurring the expense.

Notwithstanding the expense reimbursement request process outlined above, the Company will automatically provide each employee with a stipend of \$6 per week, for each week in which the employee records time worked for the Company, in order to cover their reasonable and necessary work-related personal cell phone use. If an employee believes their actual, reasonable, and necessary work-related personal cell phone cost exceeds the stipend amount with which they are provided, then they should make a request to the Payroll Department for additional reimbursement within 30 days of incurring the expense and provide documentation substantiating the amount of their out-of-pocket expenditure. The Company will provide additional reimbursement consistent with applicable law.

### **PER DIEM REIMBURSEMENT**

Per diem allowances are provided to employees who are on a travel assignment 50 miles or more away from the employee's home. Company per diem rates are based on, and are not to exceed, the U.S. General Services Administration Guidelines, which vary by city location. In addition to

meals, these per diem rates include lodging and approved incidental expenses, including fees and tips given to porters and hotel staff. Individual incidental, meal, and lodging expenses will not be reimbursed for those employees receiving per diem allowances.

Per diem allowances are based on the entire 7-day workweek. Employees who end a travel assignment early or start a travel assignment during the middle of the workweek must report their departure and return dates and times to the Company and the weekly per diem allowance will be prorated accordingly. Receipts are not required for per diem allowances. If an employee's actual business-related expenses for an eligible travel assignment are greater than the per diem allowance, the employee must submit a reimbursement expense form to Company within 30 days of incurring the expenses, requesting the additional reimbursement amount, listing the itemized costs for lodging, meals, and/or incidentals, and providing receipts. Employees who are receiving a per diem during a travel assignment will be reimbursed for mileage, consistent with the Expense Reimbursement policy, on the first day and last day of the assignment for all travel that exceeds 50 miles from their home to and from the assignment workplace. They should also submit a request for reimbursement of any necessary work-related expenses not covered by their per diem allowance, consistent with the Expense Reimbursement policy.

### **HOURS OF WORK**

Prior to your acceptance and the start of a temporary assignment, the Company will advise you of the assignment's anticipated work hours. You will be advised by your Company supervisor and/or by your client on-site supervisor if your hours must deviate from the anticipated work hours. All employees should be aware that occasional overtime work may be required as a condition of employment. You may be informed of such required overtime by either the Company or your client on-site supervisor. Advance notice of required overtime may not always be possible. All overtime must be pre-approved. Employees working unauthorized overtime will be paid for the time worked, but may be subject to disciplinary action up to and including termination.

### **MEAL AND REST PERIODS**

The Company authorizes and permits non-exempt employees who work at least three and one-half (3.5) hours in a workday to take paid rest periods, which insofar as practicable shall be in the middle of each work period and during which they will be completely relieved of all duty. The authorized rest periods shall be based on the total hours worked daily at the rate of ten (10) minutes of rest time per four (4) hours or major fraction thereof worked, as indicated in the following chart:

<b>Hours Worked in the Workday</b>	<b>Number of Ten (10) Minute Periods</b>
3.5 to 6 hours	1
More than 6 to 10 hours	2
More than 10 to 14 hours	3

More than 14 to 18 hours	4
More than 18 to 22 hours	5
More than 22 to 24 hours	6

Rest periods may not be added to meal periods to extend the time, nor used to make up for tardiness or leaving work early.

Non-exempt employees who work more than five (5) hours in a workday are also provided an uninterrupted 30 minute unpaid meal period each day. During this meal period, employees are completely relieved of their work duties and the Company relinquishes control over the employees' activities.

An employee's meal period must commence before the end of the fifth hour of the employee's shift, unless six (6) hours will complete the workday. If six (6) hours will complete the day, then the meal period may be waived in writing by mutual consent of the Company and the employee. An employee working more than 10 hours is provided a second unpaid, off-duty meal period of 30 minutes unless 12 hours will complete the workday. If 12 hours will complete the day, then the second meal period may be waived in writing by mutual consent of the Company and the employee, only if the first meal period was not waived. The second meal period must commence no later than before the end of the tenth hour of work. Please see the Human Resources department for the meal period waiver forms.

The Company will permit employees a reasonable opportunity to take their meal and rest periods and will do nothing to impede or discourage employees from taking their meal and rest periods. Employees may leave the premises during their meal and rest periods, and are not "on call" during their meal and rest periods. Employees are not expected to check email, voicemail, or any work-related devices (cell phones, etc.) during their meal or rest period. If employees believe they have been impeded from taking their meal and rest periods, they must notify Human Resources or the Company's Payroll Specialist immediately so the matter may be properly addressed.

### **LACTATION ACCOMMODATION**

The Company provides a reasonable amount of break time to accommodate an employee desiring to express breast milk for their child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Break time for a non-exempt employee that does not run concurrently with the 10 minute paid rest periods with which they are already provided shall be unpaid. Exempt employees shall be paid consistent with applicable law.

The Company will provide employees with the use of a room or location to express milk in private. This room or location may be where the employee normally works. The room or location will:

- not be a bathroom;

- be in close proximity to the employee's work area;
- be shielded from view;
- be free from intrusion while the employee is expressing milk;
- be safe, clean, and free of toxic or hazardous materials;
- contain a surface to place a breast pump and personal items;
- contain a place to sit; and
- have access to electricity or alternative devices including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump.

The Company will also provide access to a sink with running water and a refrigerator or cooling device suitable for storing milk (such as a cooler) in close proximity to the employee's workspace. The use of the room for lactation shall take precedence over other uses, but only for the time it is in use for lactation purposes.

If an employee desires a lactation accommodation, the employee must submit a request to the Human Resources Department. If the Company is unable to provide break time or a location to express milk, the Company will provide a written response to the employee's request.

If the employee feels that the employee's rights have been violated, the employee has the right to file a complaint with the Labor Commissioner.

### **OUTSIDE EMPLOYMENT**

The Company prohibits any outside employment that may present a conflict of interest with the employee's job duties or the goals of the Company.

All employees must submit a written request to Management to receive approval to obtain outside employment in order to ensure that a conflict of interest will not arise.

The written request should include the name of the organization for which the employee will be working, a description of the job duties the employee will be performing, and a statement as to why this will not be a conflict of interest with the employee's current employment at the Company.

If an employee is unable to maintain acceptable performance standards following acceptance of outside employment, the employee may be subject to disciplinary action, up to and including termination.

### **PERSONAL INFORMATION**

It is extremely important that the Company have on file all employees' current addresses, phone numbers, person to contact in case of an emergency, and any information which will affect their tax situation or insurance coverage. Therefore, if an employee is adding or deleting dependents, moving residences, changing telephone numbers, etc., they must notify Human Resources of this change as soon as reasonably possible.

## **PERSONAL PHONE CALLS AND MAIL**

Employees are required to keep personal phone calls to an absolute minimum. Company and client telephones are business lifelines and must be kept free for that purpose. Employees should not use client telephones to make or receive personal calls. Employees are also requested to have all personal mail directed to their home address. Abuse of telephone or mail privileges may subject the employee to disciplinary action up to and including termination.

## **RECOVERY PERIODS**

The Company provides employees recovery periods as required by law. Recovery period means a cooldown period afforded to an employee to prevent heat illness.

Employees suffering from heat illness, believing a preventative recovery period is needed, or feeling the need to protect themselves from overheating, shall be provided access to an area with shade that is either open to the air or provided with ventilation for a period of no less than five (5) minutes. Such access to shade shall be permitted at all times.

Cooling measures other than shade may be provided if such measures are at least as effective as shade in allowing employees to cool. The Company will not require an employee to work during a recovery period mandated by law. If you are not permitted a recovery period by a client of the Company, contact Human Resources immediately.

## **SAFETY**

The health and well-being of every employee is of vital importance to the Company. It is the policy of the Company to strive to provide safe working conditions for all employees.

Although the Company strives to maintain the very highest safety and health standards, the success of such a program rests ultimately with the employees. All employees are required to report to Human Resources and their client on-site supervisor any condition that might represent a potential hazard to the safety of an employee or others at a client's worksite. If an employee has an accident or injury, no matter how slight, they must report it immediately to Human Resources and their client on-site supervisor. Any use of fire extinguishers must be reported immediately to the appropriate contact at Human Resources and the employee's client on-site supervisor and the extinguisher turned in to the appropriate contact at the client for refill.

Failure to observe any safety procedures could lead to disciplinary action up to and including termination.

## **SMOKING POLICY**

The Company has established a non-smoking policy inside any and all of its buildings. The Company permits smoking in outside designated areas only. Employees who smoke in non-smoking areas may be subject to disciplinary action up to and including termination. The Company's prohibition against smoking includes e-cigarettes and other vapor-producing devices. Employees are expected to comply with client non-smoking policies, when working at client worksites.

## **TOOLS AND EQUIPMENT**

Occasionally employees may wish to borrow Company or client tools and/or equipment to use for non-work related projects. Company and client-owned materials may not be used for personal use nor be removed from the premises without prior written approval from management. The Company assumes no liability for any injuries which may occur while using these on non-job related projects, or for any malfunction which may occur. Employees may also be responsible for any damage or breakage which may occur while using the borrowed tools and/or equipment.

## **USE OF VEHICLES**

All employees who are either required or requested to drive for the Company are expected to do so in a safe, courteous manner and in conformance with all applicable laws. Employees driving for the Company are required to have a valid driver's license and a safe driving record. Any employee found to have "driven under the influence" while operating a Company vehicle or on a Company errand in a personal vehicle may be subject to disciplinary action up to and including termination. Employees driving or riding as passengers in either Company or personal vehicles on Company business are required to wear seat belts. Under no circumstances may anyone ride in the back of an open vehicle.

Employees driving personal vehicles on Company business must have automobile insurance as required by California law. Because the Company believes in safe driving habits, any traffic violations received while in a vehicle on Company business will be the sole responsibility of the employee.

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

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

## **WORKPLACE VIOLENCE**

The Company has a zero tolerance policy towards violent acts or threats of violence against employees, or non-employees with whom the Company has a business, service, or professional relationship. No employee may commit or threaten to commit any violent act against a co-worker or other individual in any business-related setting. This includes, but is not limited to, bringing weapons onto Company property or discussing the use of weapons, even in a joking manner.

Any employee who is subjected to or threatened with violence by a co-worker or another individual, or is otherwise aware of a violation of this policy or of another individual who has been subjected to or threatened with violence in a business-related setting, must immediately report this information to their supervisor, any other Company supervisor, or Human Resources. An employee is permitted to use the employee's cellular telephone for seeking emergency assistance, assessing the safety of an emergency situation, or communicating with a person to

verify their safety. Moreover, in the event of a true emergency, employees should immediately contact law enforcement by calling 911.

When an investigation discloses a violation of this policy, appropriate disciplinary action may be taken up to and including termination. There will be no retaliation against any employee who, in good faith, files such a complaint.

### **MANAGEMENT RIGHTS CLAUSE**

For the efficient and smooth operation of the Company, management reserves the right to schedule work and hours as requested by clients, manage the business, and direct the work force as necessary.

In the event of staffing issues at client worksites, employees may be temporarily required to work in other floors/units where they qualified and competent to work. Employees are expected to accept these alternate assignments and responsibilities.

### **IN CLOSING**

This Handbook has only briefly described some of the policies, benefits and procedures of the Company. If an employee has any questions, the employee should approach Human Resources for assistance.

Because conditions change and future work situations are unpredictable, management reserves the right to add, delete, modify or change the contents of this Handbook, except for the “at-will” nature of the employment relationship, which may only be modified by a written agreement signed by the President of the Company and the employee. Any future revisions to the statements contained in this Handbook will be distributed to all employees as soon as reasonably possible.

The policies and procedures set forth in this Handbook supersede any prior policies and/or procedures established to the contrary.

## ACKNOWLEDGMENT OF AT-WILL

I acknowledge that my employment at the Company is “at-will,” meaning that the terms of my employment may be changed with or without notice, and with or without cause, including, but not limited to termination, demotion, promotion, transfer, compensation, benefits, duties, and location of work. There is no agreement express or implied between the Company and me for continuing or long-term employment. Accordingly, either I or the Company may terminate the employment relationship at any time with or without notice, and with or without cause. No one other than the President of the Company may enter into any agreement contrary to the policy of at-will employment and any such agreement must be in a writing signed by both the President of the Company and the employee

---

Date

---

Signature

---

Print Name



## ACKNOWLEDGMENT OF RECEIPT

I have received a website link directing me to the online location of the Company's California Temporary Employee Handbook (the "Handbook") and understand that it contains important information about the Company's general personnel policies and about my privileges and obligations as a California temporary employee. I acknowledge that I have read, understand, and will adhere to the Company policies within the Handbook and that I have familiarized myself with the material in the Handbook. I understand that the Company may change, rescind, delete, or add to any policies, benefits, and practices described in the Handbook from time to time, at its sole and absolute discretion, with or without prior notice, except for the at-will nature of the employment relationship, which may only be modified by a written agreement signed by the President of the Company and the employee. The Company will advise employees of material changes to the Handbook within a reasonable time.

I also acknowledge that I have received, read, and understand the Company's Prohibition Against Harassment, Discrimination, And Retaliation policy (the "Policy"). I further acknowledge that any violation of the Policy may result in discipline, up to and include termination of employment. I further acknowledge I have received a copy of the State's "Sexual Harassment Fact Sheet" brochure (DFEH-185).

---

Date

---

Signature

---

Print Name