



EMPLOYEE HANDBOOK



COMPANY NAME [Company address]

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WELCOME

Welcome to Company Name. We would like to take this opportunity to introduce you to our organization through our Employee Handbook. The purpose of this Handbook is to acquaint you with our policies and procedures, orient new hires to applicable benefit programs and provide a quick reference guide in answering questions that may arise while you are employed with the Company.

Our philosophy is that our employees play the most important role in our Company's success. Our success is based upon our employees' commitment to total customer satisfaction.

As our Company continues to grow, we may be required to make necessary changes, additions or deletions to this Handbook. We will keep you informed as changes occur.

Again, it is our sincere pleasure to welcome you to the Company. We hope that you find your work here to be both challenging and rewarding.

Name

Title

About this Handbook

This Handbook is designed as a statement of policies and guidelines related to appropriate handling of matters concerning Company personnel. The policies and procedures stated in this Handbook are intended as guidelines only and are subject to change at the sole discretion of the Company. The Company reserves the right to change, modify, suspend, interpret or cancel, in whole or in part, any personnel policies, guidelines or practices at any time without advance notice. This Handbook supersedes and replaces any and all prior handbooks, policies and procedures. Should you have any questions or need clarification, please see your immediate supervisor or the company's Human Resource Department.

WORKING ENVIRONMENT

Equal Employment Opportunity

The Company is strongly committed to providing equal opportunity to all employees and applicants for employment. The Company does not discriminate on the basis of race, color, religion, national origin, sex, and any other consideration made unlawful by federal, state or local laws, or on the basis of any perception that an applicant or employee has any of these characteristics or on the basis that an applicant or employee is associated with someone who has or is perceived to have these characteristics. The Company strictly prohibits the harassment of any individual on any basis listed above (see the policy against Harassment for further clarification).

This policy applies to all employment practices, including recruitment, advertising, job application procedures, hiring, firing, advancement, compensation, training, benefits, transfers, social and recreational programs, and any other terms, conditions and privileges of employment.

An employee who believes that he or she has been subjected to any form of unlawful discrimination should make a complaint, preferably written, to the Human Resources Department. Complaints should be specific and include the names of individuals involved and the names of any witnesses. The Company will immediately undertake an effective, thorough and objective investigation and attempt to resolve the situation. If the Company determines that unlawful discrimination has occurred, effective remedial action will be taken to deter any future discrimination.

ADA Act and Disability Accommodation

The Americans with Disabilities Act of 1990, as amended, prohibits discrimination on the basis of disability and protects qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits and other terms and conditions of employment. Additionally, the law requires that covered entities provide qualified applicants and employees with disabilities, as defined by the Act, with appropriate reasonable accommodation as long as it does not impose an undue hardship for the Company. The Company is committed to complying fully with state and federal disability discrimination laws. No program or activity administered shall exclude from participation, deny benefits to or subject to discrimination any individual based on an employee's actual or perceived disability or based on an employee's association with someone who has an actual or perceived disability.

The Company is further committed to providing reasonable accommodation to the known physical or mental limitations of an otherwise qualified applicant or employee. If you believe you are a qualified individual with a disability and that you need a reasonable accommodation in order to perform the essential functions of your job, please notify the Human Resources Department. The accommodation process is interactive and allows the applicant or employee to identify possible accommodation. However, the Company has the right to choose among effective and reasonable accommodations.

Policy Against Harassment

It is the goal of the Company to promote a workplace that is free of sexual harassment. Sexual harassment of employees occurring in the workplace or in other settings in which employees may find themselves in connection with their employment is unlawful and will not be tolerated by the organization. Sexual Harassment can occur not only with respect to co-workers, but can be encountered with respect to supervisors, customers or vendors, but not limited to same. Further, any retaliation against an individual who has complained about sexual harassment or retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is similarly unlawful and will not be

tolerated. To achieve our goal of providing a workplace free from sexual harassment, the conduct that is described in this policy will not be tolerated and we have provided a procedure by which inappropriate conduct will be addressed if encountered by employees.

Definition of Sexual Harassment

“Sexual harassment” means sexual advances, requests for sexual favors and verbal or physical conduct of a sexual nature when:

Submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment, or as a basis for employment decisions;

Such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual’s work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or implied, requests by a supervisor for: sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits or continued employment, constitutes sexual harassment.

The legal definition of sexual harassment is broad. In addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a workplace environment that is hostile, offensive, intimidating or humiliating to male or female workers will also constitute sexual harassment.

While it is not possible to list all additional circumstances that may constitute sexual harassment, the following are some examples of conduct which, if unwelcome, may constitute sexual harassment, depending on the totality of the circumstance, including the severity of the conduct and its pervasiveness:

- Unwelcome sexual advances, whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one’s sex life, comment regarding an individual’s body, comment about an individual’s sexual activity, deficiencies or prowess;
- Displaying sexually suggestive objects, pictures or cartoons;
- Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or inappropriate comments;
- Inquiry into one’s sexual experiences; and
- Discussing sexual activities.

All employees should take special note that, as stated above, retaliation against individuals for complaints about sexual harassment and retaliation against individuals for cooperation in an investigation of a sexual harassment complaint is unlawful and will not be tolerated by the Company.

Complaints of Sexual Harassment

If any of our employees believe that he or she has been subject to sexual harassment, the employee has the right to file a verbal or written complaint with our Company. Supervisors and Managers must report all harassment complaints to . Complaints should be in writing including specific detail and should include the names of individuals involved and the names of any witnesses.

The Company will immediately undertake an effective, thorough and objective investigation and attempt to resolve the situation. The Company will maintain confidentiality to the extent possible during the investigation, however, disclosures of certain information to members of management or as required by law may be necessary. If the Company determines that harassment has occurred, effective remedial

action will be taken commensurate with the severity of the offense, up to and including termination. Appropriate action will also be taken to deter any future harassment.

Workplace Anti-Violence Policy

The Company is committed to providing a workplace that is free from acts of violence or threats of violence. In keeping with this commitment, the Company has established a strict policy that prohibits any employee from threatening or committing any act of violence in the workplace, while on duty, while on Company related business, or while operating any vehicle or equipment owned or leased by the Company. This policy applies to all employees.

In order to achieve our goal of providing a workplace that is secure and free from violence. The Company must enlist each employee's support. Compliance with this policy and the Company commitment to a zero-tolerance policy with respect to workplace violence is every employee's responsibility. A violation of the policy's terms, by engaging in or contributing to violent behavior or by threatening others with violence may lead to disciplinary action, up to and including immediate termination.

If an employee becomes aware of an imminent act of violence or threat of violence, the employee is to immediately call 911 and then notify his or her supervisor, or any member of management. Employees should also immediately inform their supervisor about any workplace security hazards. If a supervisor is not readily available, employees should immediately inform any member of management so that appropriate action can be taken.

This list of behaviors, while not inclusive, provides examples of conduct that is prohibited:

- Causing physical injury to another person.
- Making threatening remarks.
- Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another person to emotional distress.
- Intentionally damaging employer property or property of another employee.
- Possession of a weapon while on company property or while on company business.
- Committing acts motivated by or related to sexual harassment or domestic violence.

Drug and Alcohol Policy

A Drug-Free Workplace means that all of our employees must remain drug-free and refrain from using alcohol on the job.

The Company discourages alcohol abuse or the use of illegal drugs, and employees who engage in such activity face the risk of termination and forfeiture of workers' compensation benefits.

Furthermore, the Company may mandate drug testing in the following situations: post-accident or upon reasonable suspicion of an employee.

Moreover, the unlawful or unauthorized manufacture, distribution, dispensation, possession, sale or use of alcohol or controlled substances on Company premises or while conducting Company business is strictly prohibited. Substance abuse also includes purchase, transfer, transportation or sale of drugs, prescription drugs, and illegal inhalants or alcohol while on duty on Company or customer premises, including parking lots. The Policy will also apply to employees not officially on duty but on or using Company or customer property or in Company vehicles. In addition, no employee shall report to work with the presence of alcohol or drugs in his/her bodily system.

Problem Resolution Policy

The Company is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from the Company's supervisors and management.

The Company strives to ensure fair and honest treatment of all employees. Supervisors, managers and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

If a situation occurs when employees believe that a condition of employment or a decision affecting them is unjust or inequitable, they are encouraged to make use of the following steps. The employee may discontinue the procedure at any step.

- 1) Employee presents problem to immediate supervisor after incident occurs. If the supervisor is unavailable or the employee believes it would be inappropriate to contact that person, the employee may present the problem to Human Resources.
- 2) Supervisor responds to problem during discussion or after consulting with appropriate management, when necessary. Supervisor documents discussion.
- 3) Employee presents problem to Human Resources if problem is unresolved.
- 4) Human Resources counsels and advises employee, assists in putting problem in writing, visits with employee's manager(s), if necessary.

Non-Retaliation

Employees will not be retaliated against for bringing a complaint in good faith or for honestly assisting in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven. However, disciplinary action may be taken if false or frivolous accusations are made in bad faith.

Gifts & Gratuities Policy

The Company's employees shall not accept gifts, entertainment, or other special considerations having a value of \$50 or greater from an individual or business organization doing business with the Company without prior approval of management. Any employee having a question regarding this policy should see his/her manager.

Loans are not to be accepted from an individual or organization having prospective dealings with the Company unless such individual or organization is in the business of making loans to individuals. No employee shall permit any influence that could conflict with the best interest of the Company's or prejudice the Company's reputation.

The responsibility for adherence to this policy is a joint one. Individuals who represent the Company must be beyond challenge or reproach in every business transaction and must not allow themselves to be put into a position where their judgments can be influenced.

Any Company employee not complying with this policy shall be subject to appropriate disciplinary action, up to and including termination.

EMPLOYMENT

At-Will Employment Relationship

The employment relationship between the Company and its employees is for an unspecified term and may be terminated by the employee or the Company at any time, with or without cause or advance notice. Also the Company reserves the right to transfer, demote, suspend and administer discipline with or without cause or advance notice.

None of the policies, procedures or contents of this handbook is intended to create any contractual obligations which in any way conflict with the Company policy of at-will employment. The at-will relationship of employment can only be modified by a written agreement signed by the employee and the CEO of the Company.

Background & Reference Check Policies

The Company strives to recruit the best talent available in order to remain a leading contender in the marketplace. Subsequently, pre-employment reference checks are conducted on final candidates who are considered for any position (regular or temporary) within the Company.

Final candidates being considered for any exempt or not-exempt position must successfully complete a job-related background check.

All candidates have the right to view the results of the information that is submitted or a background investigation. Candidates who are interested in reviewing the investigation results must check the appropriate box on the Company Application for Employment indicating their desire to see such results.

All offers of employment are made on a contingent basis, subject to the background check results. Any offer of employment that is made with a subsequent failure and/or questionable result, will be rescinded.

Immigration Compliance

The Company is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

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

Human Resources will monitor and notify employees in the event their documentation supporting their eligibility to work in the United States is expiring and request updates if necessary. In the event an employee is unable to provide such updates and the current documentation is expired, the employee will not be allowed to continue working until the required valid documents are shown. If an employee is unable to receive such updates within three (3) working days, the employee will be terminated. Failure to comply with the Immigration Reform and Control Act may result in disciplinary action up to and including termination.

Employment Categories

Introductory Period

There is an introductory period through a temp-to-regular process. This period will enable your supervisor to decide if you are able to perform the job and will also give you the chance to decide if you wish to remain as an employee of the Company. All employees, regardless of status or duration of employment, are required to meet and maintain Company standards for job performance and behavior. Either the employee or the Company may end the employment relationship at will at any time during or after the introductory period, with or without reason or advance notice. Completion of the introductory period does not guarantee employment for any specific period of time. As stated previously, the Company is an “At-Will” employer.

Most benefits go into effect the first day of the month following 60 days of employment. For example if your hire date is 1/15 then benefits would be effective 4/1.

Exempt Employees

Exempt employees are classified by the provisions of the state and federal wage and hour laws and are compensated for performing defined functions and assignments, not for hours worked. Irregular hours can be expected in these positions.

Non-Exempt Employees

Non-exempt employees are classified by the provisions of the state and federal wage and hour laws and are compensated for hours worked and are paid overtime wages in accordance with state and federal regulations.

Full-Time Employees

Full-time employees are those who are not in a Per Diem status and who are regularly scheduled to work the Company’s full-time schedule. Generally, they are eligible for the Company’s benefit package, subject to the terms, conditions and limitations of each benefit program.

Part-Time Employees

Regular part-time employees are those who are not in a Per Diem status and who are regularly scheduled to work less than 30 hours per week. While they do receive all legally mandated, they are ineligible for the Company’s other benefit programs.

Per Diem Employees

Per Diem Employees are defined as employees who are (1) in their introductory period, (2) hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Per Diem employees retain their status unless and until notified of a change. While Per Diem employees receive all legally mandated benefits, they are ineligible for the Company’s other benefit programs.

Personnel Records

The Company maintains personnel files on each employee. These files are located in the location where payroll is processed. They contain documentation regarding all aspects of the employee's tenure with the Company, such as but not limited to, application, résumé, insurance enrollment forms, telephone number and home address, scholastic achievements, emergency contacts and warning notices. An employee may request to view certain portions of their file by written request to Human Resources.

Performance Reviews

A review and discussion of each employee's performance is conducted to enable the employee and the supervisor to discuss the employee's performance relative to his/her goals and objectives in addition to those of the Company. Supervisors and employees are also strongly encouraged to discuss job performance and goals on an informal day-to-day basis.

Formal performance evaluations are conducted at the conclusion of an employee's Introductory Period and thereafter annually, to provide supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses encourage and recognize strengths, and discuss positive, purposeful approaches to meeting goals. At the time of the Introductory Period Review, supervisors will be given the option to:

1. Recommend the employee continue in their present assignment;
2. Extend the Introductory Period; or
3. Termination.

While merit-based pay adjustments are awarded by the Company in an effort to recognize employee performance, positive performance evaluations do not always guarantee increases in salary. A monetary increase is not guaranteed. Monetary increases are at management's discretion and based on, among other things, management's assessment of job performance and the Company's operating results. After receiving a review, an employee will be required to sign an evaluation acknowledging that it has been presented and discussed between the employee and supervisor.

Promotions, demotions and transfers are made at the Company discretion, and are based upon individual merit, past performance and available opportunity. The Company reserves the right to transfer employees to different positions, jobs, or shifts, as may be required by business conditions or other factors.

Employment Verifications

The Company requires that all employment verifications be processed through Human Resources. If a supervisor receives a request for employment verification about an employee, he/she must direct the requestor or correspondence to Human Resources for processing.

The Company confirms the following information only if provided by requestor when responding to oral employment verification requests for both current and former employees:

- Employee's start date of employment;
- Title of last position held; and
- Status (Full-Time, Part-Time, Per Diem)

Request for written verifications are preferred and will be completed only if accompanied by a signed consent from the employee authorizing the release of employment information.

Personal Appearance Policy

The Company employees (including contractors) are expected to present a positive image to fellow employees, customers, agents and guests while on any the Company premise or while representing the Company.

Generally, employees are encouraged to use good judgment, consistent with their position and report to work well groomed and dressed in clean & pressed clothing. All articles of clothing must fit properly and be in good condition, without stains, rips, or holes. Clothing that is excessively revealing, clinging, suggestive, and baggy or any other extreme style is not in keeping with the professional business image of the Company and will not be considered suitable for work. Also, extreme hair styles tattoos and body-piercing items are not considered acceptable for our business.

Drug, alcohol, sexual and/or explicit wording, phrases, graphics or pictures on clothes is strictly prohibited. All employees are required to follow the guidelines below to ensure the safety of themselves as well as employees around them.

Employees are responsible for ensuring that their dress and grooming practices maintain a positive image and a safe environment. Employees not complying with this policy will be sent home, with instructions to return with proper attire/appearance.

Employees sent home for violation of this policy, will not be compensated for their time away from work. Repeated violations of this policy will result in further disciplinary action, up to and including termination.

Code of Conduct & Disciplinary Guidelines

The Company has a corporate code of conduct that relates to business ethics and conflicts of interest, among other things. The Company's code of conduct has been designed to promote pleasant and productive working conditions within the organization. In order to guarantee that employees follow the personnel policies of the Company and to assure all that the enforcement of these policies are dealt with in an equitable manner, the Company maintains a system of progressive discipline. Generally, employees who violate any of the Company's personnel policies will be subject to discipline in accordance with this policy. The process for addressing Violations of Company policy is of the following sequence:

First Infraction:	Verbal Warning
Second Infraction:	Written Warning
Third Infraction:	Termination

While the Company provides this policy as a guide for information concerning the administration and enforcement of its policies and any violations that may arise from such policies, the severity and circumstances surrounding a particular violation may warrant the imposition of a more serious form of discipline (even in situations where the violation was a first offense). Therefore, in light of these situations, the Company reserves the right to accelerate these progressive disciplinary measures in order to institute a level of discipline that properly deals with the severity of the infraction in question.

Furthermore, there are actions which the Company believes are so detrimental to integrity of its operations and its personnel, that immediate termination is the only recourse necessary to address such problems. The following list is not intended as an all-inclusive list of grounds for immediate termination. Rather, this list provides examples of conduct that is deemed by the Company to be

inappropriate. Obviously, there are standards of behavior which are inherent in any working relationship and these, too, are expected to be followed. Failure to do so will result in disciplinary action being invoked, up to and including termination.

- Unsatisfactory work performance, which includes, but is not limited to, insubordination or careless disregard concerning Company policies and management directives;
- Excessive or unexcused absence or tardiness;
- Sexual, racial and any other form of harassment of any employee, supervisor, visitor, vendor or customer;
- Abusive language or conduct (physical or verbal) toward any supervisor, employee, visitor or customer/client. Also any acts, including fighting, which create a disruptive work environment, or jeopardize good relations between the Company and its employees, vendors or customers;
- Conviction of a felony while employed or possession of a dangerous weapon on Company property;
- Removal of Company property without proper authorization, including the willful destruction or damage of any property on Company premises;
- Falsification of Company documents, including but not limited to, employment records, expense reports, Company records or misrepresenting reasons when applying for a leave of absence or for other time off from work;
- Disclosing anything of a confidential nature, including customer information and trade secrets, or which violates the integrity of Company-related documents and/or proprietary information;
- Reporting to work under the influence of alcohol or illegal drugs, or not fit to work;
- The unlawful or unauthorized manufacturing, distribution, dispensation, possession, sale or use of alcohol or controlled substances on Company premises, in Company vehicles or while conducting Company business;
- Sleeping, loafing, loitering, visiting friends and other employees while on duty, or taking excessive breaks;
- Selling, soliciting, or accepting monies and/or benefits from the Company's customers/clients or suppliers that exceed a tangible or intangible amount of \$50.00 (see Gifts & Gratuities Policy) unless authorized by management;
- Unauthorized solicitation or distribution of literature on Company property.

End of Employment

Ending the employment relationship is an inevitable part of personnel activity within any organization. Because employment with the Company is based on mutual consent, both the employee and the Company have the right to terminate employment at-will, with or without cause at any time.

Voluntary Resignation

An employee who voluntarily resigns his/her employment is asked to prepare a written letter of resignation informing the Company of the intended resignation date.

An employee is also considered to have voluntarily terminated employment by failing to report to work for three (3) consecutive scheduled workdays without notice, or without prior approval by their supervisor.

Discharge for Cause

The violation of the policies and procedures of the Company may result in disciplinary action up to and including termination. Although, the Company may use progressive discipline including but not limited to, verbal and written warnings, suspension, probationary periods and termination of employment, the system is not formalized. The Company reserves the right to utilize any form of disciplinary action, up to and including immediate termination, at any stage it deems appropriate, depending on the circumstances.

Involuntary Termination

The Company may terminate employment as a result of adverse business conditions or financial performance; a reorganization of the business unit and job functions resulting in the eliminations of positions, or a sale of the business unit.

Employees whose employment is terminated due to a reduction in the workforce without performance issues noted at the time of termination are eligible for rehire, and may apply for subsequent job openings for which they are qualified. Employees who are interested in being rehired for an opening following a reduction in force will be required to reapply.

Exit Interview

The Company will generally schedule exit interviews at the time of employment termination. The exit interview will provide an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to the Company and return of property owned by the Company in accordance with applicable state laws. Suggestions, complaints and questions are encouraged.

Employees will receive their final pay only upon receipt of all Company property and in accordance with state law. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued, and of the terms, conditions and limitations of such continuance.

SALARY AND WAGE ADMINISTRATION

Pay Policies

Pay Periods

The Company has all employees on a bi-weekly pay period. For payroll and time-keeping purposes, the standard pay period for the Company begins at 12:01 a.m. Sunday and continues for fourteen (14) consecutive days, ending at 12:00 midnight on Saturday.

Corrections to Payroll

The Company takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on their scheduled payday.

In the unlikely event that there is an error in the amount of pay an employee receives and/or an error in the amount of an authorized deduction, the employee should promptly bring the discrepancy to the attention of the Accounting Department only, so the correction can be made as quickly as possible.

Direct Deposit of Paychecks

Employees may direct deposit their paychecks to their bank. The application for participation in direct deposit is available from Human Resources. Employees who utilize the direct deposit function will receive an itemized statement of wages on each payday.

Payroll Deductions

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

The Company offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their pay checks to cover the costs of participation in these programs.

Garnishment/Lien/Levy

An employer must have a court order to process a garnishment, lien or levy. An employer is legally bound to withhold the amount indicated in the order from the employee's paycheck.

Advance in Pay

It is the Company's policy not to approve requests for advance pay.

Hours of Work and Overtime

Work Schedules

Work schedules for employees may vary throughout the organization, although generally employees work eight (8) hours excluding lunch periods. Work schedules will be established based upon business needs and objectives and are subject to change at management's request. Employees will be notified in advance of changes in work hours or work schedules.

Meal and Rest Periods

Each workday, full-time non-exempt employees are provided with two (15) minute breaks for every four (4) hours of work or major portion thereof. Supervisors will coordinate the regular break times with the employees. Break time is counted and paid as time worked.

All non-exempt employees are provided with one unpaid meal period of at least thirty (30) minutes each workday, to be taken within the first five (5) hours of work, which can be waived if the employee does not work more than six (6) hours. Non-exempt employees should not perform any work duties during their meal periods and are relieved of all active work requirements.

Non-exempt employees are required to record time taken for meal periods. It is the employee's obligation to ensure that rest and meal periods are taken in accordance with this policy. A non-exempt employee who is unable to take a rest or meal period during any workday must notify a supervisor.

Time Recording System

Employees must record all hours accurately utilizing the company-designated time recording system. Employees are responsible to verify hours worked each pay period. Errors must be rectified the next pay period. It is the manager's responsibility to ensure that their employees record all hours correctly, altering, falsifying, or tampering with time records will be considered cause for termination of employment.

Employees must record any absence on a Time Off Request/Employee Absence Report Form. These forms are accessible through Human Resources.

Overtime Pay for Non-Exempt Employees

When operating requirements or other needs cannot be met during regular working hours, non-exempt employees may be required to work overtime. All overtime work must receive the supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Overtime compensation is paid to non-exempt employees in accordance with federal and state wage and hour laws. Overtime pay is based on actual hours worked. Other time off, paid or unpaid, such as sick leave, bereavement or any other leaves of absence will not be considered hours worked for purposes of calculating overtime.

Exempt employees are not eligible for overtime pay.

COMPANY BENEFITS

Paid Time Off

Vacation Time

The Company provides a paid vacation/sick benefit to regular full-time employees who regularly work a minimum of thirty (30) hours per week. An Time Off/Employee Absence Report must be completed and approved by your supervisor at least 10 working days in advance. Vacation Time will be accrued as follows:

Employment Period	Annual Vacation Pay Accrual	Accrual Per Month
1 st – 4 th Year	40 hours (5) days	3.33
5 th – 9 th Year	80 hours (10) days	6.66
10 th year and on	120 hours (15) days	10.00

Exempt employees must take Vacation Days in full day eight (8-hour) blocks. Exempt employees may not use vacation pay for absence from work of less than a full day. Non-exempt employees may use Vacation Time on an hourly basis but are encouraged to use vacation in full hour blocks for administrative convenience.

Once an employee has accumulated 1.5 years' worth of Vacation Time, no additional vacation pay will be accrued until the total number of accrued hours falls below that amount. (For example, a second year full-time employee would stop accruing once his or her accrual reached one hundred sixty (60) hours) There is no retroactive granting of vacation hours for the period of time the accrued vacation reached the cap.

In order to request time, employees should submit a Time Off Request form to their supervisor for approval. Efforts will be made to accommodate all employees' requests for specific vacation leave time, however, the needs of the Company will be considered when evaluating vacation requests. The Company reserves the right to schedules employees for vacations or to pay earned, unused vacation at any time.

An employee whose employment terminates will be paid for accrued, unused Vacation days. In cases where an employee terminates employment with the Company, and has been permitted to take vacation time prior to actual accrual, the final paycheck will reflect a deduction equal to the amount of un-accrued vacation pay taken.

A holiday that falls during an employee's vacation leave will be treated and paid as holiday and not as a Vacation day.

Sick and Personal Time

Employees who are unable to report due an illness, injury, or for the purpose of attending to a child, parent, spouse or domestic partner who is ill, must notify their direct supervisor or the supervisor's designee before the scheduled start of their workday. The direct supervisor must also be contacted on each additional day of absence. Sick and Personal Time will accrue at the rate of:

Sick Time: three (3) days per year. The accrual per month is 2.00 hours per month.

Personal Time: two (2) days per year. The accrual per month is 1.33 hours per month.

Sick and Personal Time will not carry over from year to year.

Holiday Pay

The following holidays are observed by the Company:

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

Holidays falling on Saturday will be observed the Friday before. Those holidays falling on a Sunday will be observed the following Monday.

Regular part-time and per diem employees will not be paid for a holiday even if it falls on their regularly scheduled workday.

To be eligible for Holiday Pay, the employee must work or be in paid leave status (i.e., vacation, sick, etc.) on the day before and the day after the holiday. Those employees charging sick time may be required to present a physicians note in order to receive Holiday Pay. Employees terminating must work a minimum of one day after the holiday to be compensated Holiday Pay.

Bereavement

In the event of the death of an immediate family member (spouse, parents, siblings, children, grandparent, grandchildren, step-parents, step-children, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law), the employee may take up to three (2) consecutive days of paid leave.

Employees should notify their supervisor immediately upon learning of the death so proper arrangements can be made during the employee's absence. Should additional time be needed and approval is granted by the supervisor, the employee may take sick/personal or vacation time. The employee or supervisor must make the appropriate notation on the time recording system.

Jury Duty

The Company recognizes jury duty as the civic responsibility of everyone. When summoned for jury duty, you are granted unpaid leave to perform your duty as a juror. If you are excused from jury duty during your regular work hours, we expect you to report to work promptly.

Unpaid Time Off

Pregnancy Disability Leave

Pregnancy Disability Leaves of absence (PDL) without pay are available to eligible employees who are temporarily unable to work due to a disability related to pregnancy, childbirth, or related medical conditions. Employees are normally granted unpaid leave for the period of the disability, up to a

maximum of four months within any twelve (12) month period. Pregnancy Disability Leave is unpaid; however, employees may substitute any accrued PTO or may be eligible for State Disability Insurance (SDI) or Paid Family Leave Insurance (PFL).

Paid Family/Leave Insurance Program

This law provides eligible employees up to six (6) weeks wage replacement benefits funded by the state of, for California employees when they take time off from work to care for a seriously ill child, spouse, parent, or domestic partner or for the birth, adoption, or foster care placement of a new child. This is a California state funded benefit.

Family/Medical Leave (FMLA)

State and federal family and medical leave laws provide up to 12 work weeks of unpaid family/medical leave within a 12-month period, under the following conditions:

- The employee has more than 12 months of service;
- The employee has worked at least 1,250 hours during the previous 12-month period before the need for the leave.

Leave may be taken for one or more of the following reasons:

- The birth of the employee's child, or placement of a child with the employee for adoption or foster care;
- To care for the employee's spouse, registered domestic partner, child, or parent who has a serious health condition;
- For a serious health condition that makes the employee unable to perform his or her job;
- For any "qualifying exigency" because the employee is the spouse, son, daughter, or parent of an individual on active military duty (or has been notified of an upcoming call or order to active duty) in the Armed Forces in support of a contingency operation; or
- An employee who is the spouse, son, daughter, parent, or next of kin (closest relative) of a covered service member shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the service member.

To Request a Leave

A health care provider's statement must be submitted verifying the need for family medical leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to the Company.

Disability Payments

Employees requesting family medical leave should contact the local branch of their State Disability office to obtain the appropriate disability forms.

Impact of Benefits

The Company will continue to provide health insurance benefits for the full period of an approved family medical leave as long as the employee continues to pay her share of the premiums due each pay period.

Vacation, Sick and Personal Time accruals will be suspended until the employee's return to active employment. Employees on leave are not eligible for holiday pay.

Performance reviews and discretionary salary actions that would otherwise have occurred during a leave of absence may be conducted and made effective after the employee's return from the leave, at management's discretion.

Return from Leave

So that an employee's return to work can be properly scheduled, an employee of pregnancy disability leave is requested to provide the Company with at least two weeks advance notice of the date she intends to return to work. When a pregnancy disability leave ends, the employee will be reinstated to the same position, unless either the job ceased to exist because of legitimate business reasons or the means of preserving the job would substantially undermine the ability to operate the Company safely and efficiently.

An employee, who fails to report to work promptly at the end of the pregnancy disability leave, may be considered to have voluntarily terminated employment.

Personal Leave

Personal leaves of absence up to thirty (30) days during any twelve (12) month period may be taken at the discretion of the Company. Employees may request a Personal Leave of Absence by completing the Time Off Request Form.

Personal leave is unpaid and an employee must exhaust all accrued Vacation, Sick and Personal time off pay before utilizing this option. The Company will continue to provide health insurance benefits as long as the employee continues to pay his/her share of the premiums due each pay period. Should leave extend beyond the thirty (30) days, the employee may choose continuation of health insurance coverage through COBRA. Please see Human Resources for details of eligibility.

So that an employee's return can be properly scheduled, an employee on personal leave is requested to provide the Company with at least two weeks advance notice of the date he or she intends to return to work. The employee must notify the Company immediately of any decision not to return to work at the end of the leave.

Employees will generally be reinstated to a comparable or equivalent position unless otherwise permitted by law. An employee returning from leave, however, has no greater right to reinstatement to an equivalent or comparable position or to other benefits or conditions of employment than an employee who had not taken a leave of absence. An employee who fails to report to work promptly at the end of the Personal Leave may be considered to have voluntarily terminated employment.

Military Leave

Military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

The leave is unpaid; however, employees may use any available accrued Vacation, Sick and Personal time off pay for the absence. Continuation of health insurance benefits is available as required by the USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible. Employees may choose to continue to maintain other benefits by continuing to pay premiums while on leave.

Vacation, Sick and Personal time off accruals will be suspended until the employee's return to active employment. Employees on leave are not eligible for holiday pay. The use of leave will not result in the loss of any employment benefit that accrued prior to the beginning of the employee's leave.

Employees on military leave for up to thirty (30) days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Contact Human Resources for more information or questions about military leave.

Workers' Compensation Leave

If employee sustains a work-related injury, he or she will be eligible for a leave of absence for the period of disability in accordance with all applicable laws covering occupational injuries. Employees on Workers' Compensation Leave are required to keep their supervisor or Human Resources updated as to their work status.

The Company will continue to provide health insurance benefits up to a maximum of twelve (12) weeks as long as the employee continues to pay their share of the premiums due each pay period. Should leave extend beyond the twelve (12) weeks, the employee may choose continuation of health insurance coverage through COBRA. Please see Human Resources for details of eligibility. Employees may choose to continue to maintain other benefits by continuing to pay premiums while on leave.

Vacation, Sick and Personal time off accruals will be suspended until the employee's return to active employment. Employees of leave are not eligible for holiday pay. The use of leave will not result in the loss of any employment benefit that accrued prior to the beginning of the employee's leave.

Performance reviews and discretionary salary actions that would otherwise have occurred during a leave of absence will be conducted and made effective after the employee's return from the leave. Employees must provide a doctor's release before returning to work.

Domestic Violence and Sexual Assault Victim Leave

California employees who are victims of domestic violence or sexual assault may take unpaid time off to appear in court to obtain relief or to ensure the health, safety or welfare of the employee or a child. This may include efforts to obtain a temporary restraining order, a restraining order, or other injunctive relief from a court. If desired, employees may use any accrued vacation pay for this leave. Reasonable notice must be given to your supervisor before taking time off.

Employees who are victims of domestic violence may also take unpaid time-off to seek medical attention, obtain services from a domestic violence program, obtain psychological counseling, and participate in safety planning. If desired, employees may use any accrued Vacation, Sick and Personal time off pay for this leave.

Leave for Victims of Violent Crimes

The Company provides time off when a California employee is the victim of a serious crime in order for the employee to attend judicial proceedings related to the crime. An employee shall also be allowed time

off to attend judicial proceedings where the victim of the crime is an employee's immediate family member, registered domestic partner, or the child of a registered domestic partner. "Immediate family member" is defined to include the employee's spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather.

In an employee needs time off from work for this purpose, the employee must give prior notice and provide a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice. If advance notice is not feasible, within a reasonable time after the absence the employee must provide documentation confirming the judicial proceeding. Such documentation must be from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim. If desired, employees may use any accrued Vacation, Sick and Personal time off pay for this leave.

Court Appearance Leave

California Employees who are victims of a crime may take time off to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding.

Suspended Pupil/Child Leave

California law required employers to provide time off for parents required to visit a child's school where the child has served a period of suspension from school. To be eligible for time off to attend a child's school, the employee must be the parent of a child in kindergarten or in grades one (1) through twelve (12) and must present his/her supervisor the school's letter, which requests the employee's appearance at the school, at least two (2) days before the requested time off. Employees may use accrued Vacation, Sick and Personal time off for attending a child's school under these circumstances. If not, suspended pupil/child leave will be unpaid.

Time Off for Parents

California employees who are parents of one (1) or more children in kindergarten, or in grades one (1) through twelve (12), may take time off up to forty (40) hours per school year to attend authorized school activities which involve one (1) or more of the employee's school age children. To be eligible for unpaid parental time off, the employee must obtain from the school, written verification that he or she attended or participated in the school activity. Parental time off may not exceed eight (8) hours in any calendar month.

Group Health Plans and other Benefits

As an employee, you will have an opportunity to participate in a group medical, dental, vision, life insurance benefit programs on the first day of the month following 60 days of employment. A summary of the Company's benefit plans will be provided in a separate document.

COMPANY PROPERTY, INFORMATION, AND EQUIPMENT

Use of Computers, Software, Internet and E-mail Policy

The Company has established a policy for appropriate use of computers, software, e-mail and the internet on Company premises. All computer hardware, software, files and data on Company premises are considered the property of the Company. Therefore the Company has an interest in maintaining the security of this property and ensuring its proper care.

Company computers should contain only software and accessories needed for the performance of business and purchased by and properly registered to the Company. All computer equipment software (except upgrades) must be approved in advance prior to installation or download. Special precautions must be taken to ensure compatibility and safety of system software and equipment.

E-mail is a tool that is intended to increase the efficiency of business communications. Employees should exercise the same discretion when using e-mail as when using any other form of communication at work. Appropriate business language must be used in all messages, and users are expected to conduct themselves in a professional manner. As with any other non-business interaction at work, personal e-mail transactions should be limited.

Please be aware that, as is the case with other computer data and files, all e-mail is property of the Company. While e-mail is generally treated confidentially, the Company reserves the right to monitor, review, intercept, access and disclose all messages created, received or sent over the system for any purpose.

The Internet can be a valuable business resource when used appropriately. Misuse or overuse can drain Company resources and interfere with productivity. Users are expected to follow access procedures established by the Company and ensure the use of the Internet in the Company's best interests.

The following guidelines apply:

- Employees should use or attempt to use only services to which the Company has access.
- Employees must identify and represent themselves accurately in all Internet and e-mail transactions.

The actions below are strictly prohibited and may lead to disciplinary action, up to and including termination:

- Defaming the Company or any employee or knowingly spreading false information through e-mail or using e-mail messages in a way that could be harmful to workplace morale.
- Downloading, displaying or transmitting sexually explicit material.
- Using e-mail, voicemail, the Internet, or any other electronic communication to harass or discriminate against an individual on the basis of their age, race, national origin, religion or any other protected class.
- Soliciting for outside business ventures or personal causes, transmitting confidential or privileged information, such as trade secrets, copyrighted materials or financial or proprietary information.
- Attempting to use another's code or password for any purpose unless authorized.

Safety Policy

Your safety is our concern. We make every reasonable effort to provide you with a safe place to work. In case of an accident involving a personal injury, regardless of how serious, employees should notify a supervisor immediately. Failure to report accidents can result in a violation of legal requirements, and can lead to difficulties in processing insurance and benefit claims.

You must complete a First Report of Injury/Incident form and give it to your supervisor within 48 hours. If immediate medical assistance is required and you cannot reach your supervisor, contact a “First Responder” or if life threatening call 911. Once the First Report of Injury/Incident is completed, if the injury is not emergent, the employee is required to use the health care facility designated for your site and posted in all the common areas. Please contact Human Resources for more information.

Safety is the shared responsibility of everyone within the organization. Unsafe conditions or employee conduct which jeopardizes your safety or the safety of others should be reported immediately to your supervisor or other management personnel. Such reports will be investigated and appropriate action will be taken. It is the employee’s responsibility to cooperate with all aspects of safety and to continuously practice safety within their respective job functions.

Protection of Proprietary Information

The Company’s proprietary information is a vital asset. The purpose of this policy is to protect this asset by establishing responsibility for the security of the Company’s proprietary information and the proprietary information of third parties that is entrusted to the Company. This policy applies to all Company employees (regular, temporary, full- and part-time) and contractors.

The term “Proprietary Information” means trade secrets, confidential knowledge, data or any other proprietary information of the Company and each of its subsidiaries or affiliated companies, and Third Party Information (as defined below). Proprietary Information includes, but is not limited to, (a) inventions, trade secrets, ideas, processes, formulas, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques relating to the business of proposed products of the Company; and (b) information regarding plans for research, development, new products and services, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers and information regarding the skills and compensation of other employees of the Company.

The term “Third Party Information” means confidential or proprietary information the Company receives from third parties subject to a duty on the Company’s part to maintain the confidentiality of such information and to use it only for certain limited purposes.

Policy

It is the policy of the Company to protect Proprietary Information and allow the use, access and disclosure of such information only in accordance with Company interests and applicable laws and regulations. All employees and consultants of the Company who have access to Proprietary Information are responsible for protecting it from unauthorized access, modification, destruction or disclosure. Proprietary Information must be held in the strictest confidence and not disclosed to anyone (other than Company personnel who need to know such information in connection with their work for the

Company) or to be used, except in connection with work for the Company, unless expressly authorized in writing by an authorized officer of the Company.

Employees and consultants of the Company must not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom they have an obligation of confidentiality, and they must not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person to whom they have an obligation of confidentiality unless consented to in writing by that former employee or person. Upon termination of their employment with the Company, employees and consultants are required to deliver to the Company all drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any Company information.

Violations of This Policy

Employees or consultants who improperly use or disclose Proprietary Information will be subject to disciplinary action up to and including termination and possible legal action, even if they do not personally benefit from the disclosed information.

Acknowledgment and Receipt of Employee Handbook

I have received a copy of The Company Employee Handbook. I understand that it is my responsibility to read and become familiar with the contents. If I have questions, I understand that I should speak with my supervisor or the Human Resources Manager.

Further, I understand that this Handbook is not intended to, nor does it, create promises or representations of continuous employment. Every employee has an at-will relationship with the Company. This means that I am free to resign my employment at any time, just as the Company is free to terminate my employment for any or no reason, with or without cause or the use of progressive discipline, at any time.

This Handbook represents a summary of the more important company policies and procedures at the time of publication, and is not intended to be inclusive. In all instances, the benefit plan texts, trust documents and master contracts, as appropriate, are the governing documents. The Employee Handbook, personnel policies, benefit plan texts, any trust agreements or master contracts are not employment contracts.

I understand that the Company reserves the right to modify, supplement or rescind any or all of its policies, except regarding the at-will nature of our relationship, whenever it deems necessary or useful to do so, at any time with or without advance notice. Accordingly, the Company has the right to change or deviate from these policies in the best interest of the Company, as determined in the sole discretion of Company management.

Further, I understand that this document will become a part of my personnel file.

Employee Name (please print)

Employee Signature

Date