

Employee Handbook

FLOW LANDSCAPE LLC

1-1-2025

Employee Handbook

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The Company

Company Divisions

“**Flow Landscape**” will be referred to throughout this handbook as “**The Company**” and includes the following entities:

Flow Landscape LLC
Flow Landscape
Flow Aquascapes

“**Flow**” (Limited Liability Company)

Including any other divisions that are not listed.

Employee Requirement to Read this Handbook

The Company has prepared this Handbook to provide all employees with an overview of the Company’s policies, practices and benefits. This Handbook is intended to familiarize employees with important information about the Company, as well as information regarding their own privileges and responsibilities. Although it is not a contract or legal document, it is required that all employees read, understand, and follow the provisions of this Handbook.

The Company is constantly striving to improve policies, services and products provided to customers and overall relations with employees. Employees should bring suggestions for improvements to the attention of their supervisor or the Human Resources Department. By working together the Company hopes to share with its employees a sincere pride in the work place and the products and services that we provide.

Integration Clause and the Right to Revise

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 All previously issued handbooks and any inconsistent policy statements or memoranda are superseded.

This Handbook is not a contract or legal document of employment of any kind. Nor is anything in it intended as an express or implied promise of continued employment or treatment in any particular manner in any given situation. Rather, the Handbook states only some general Company guidelines on selected subjects, which in a developing business may require modifications from time to time. Accordingly with the exception of our policy of at- will employment, discussed below, we may vary from, eliminate, supplement or otherwise change any of the policies described in this handbook, at any time, at our sole discretion. Any policy revisions will be issued in writing by the Owner and no other Company official is authorized to change or alter any of the provisions of this Handbook, either orally or in writing.

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

This handbook sets forth the entire agreement between you and the Company as to the duration of employment and the circumstances under which employment may be terminated. Nothing in this employee handbook or in any other personnel document, including benefits plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

Equal Employment Opportunity

The Company is an equal opportunity employer and makes employment decisions on the basis of merit. We want to have the best available persons in every job. Company policy prohibits unlawful discrimination based on race, color, creed, sex, religion, marital status, age, national origin or ancestry, physical or mental disability, medical condition, sexual orientation, gender, gender identity, gender expression, military and veteran status, or any other consideration made unlawful by federal, state or local laws. All such discrimination is unlawful.

If you believe you have been subjected to any form of unlawful discrimination, provide a written complaint to your supervisor, or the individual with day-to-day personnel responsibilities. The HR Manager/Owner will act as a neutral party in the event that a dispute involves a supervisor or the supervisor has not resolved the dispute. Your complaint should be specific and should include the names of the 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 commensurate with the severity of the offense. Appropriate action also will be taken to deter any future discrimination. The Company will not retaliate against you for filing a complaint and will not knowingly permit retaliation by management employees or your coworkers.

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

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a Company representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. The Company then will conduct an investigation to identify the barriers that make it difficult for the applicant or employee to have an equal opportunity to perform his or her job. The Company will identify possible accommodations, if any, which will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the Company will make the accommodation.

Harassment – Prohibited by Law

The Company is committed to providing a work environment free of unlawful harassment. Company policy prohibits sexual harassment (whether or not motivated by sexual desire), and harassment based on pregnancy, childbirth or related medical conditions, race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, sex, gender, gender identity, gender expression, military and veteran status, or any other basis protected by federal, state or local law or ordinance or regulation. **All such harassment is prohibited by law.** The Company's anti-harassment policy applies to all persons involved in the operation of the Company and prohibits unlawful harassment by any employee of the Company, including supervisors and coworkers.

Prohibited unlawful harassment includes, but is not limited to, the following behavior:

1. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
2. Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings or gestures;
3. Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis;
4. Threats and demands to submit to sexual requests as condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors; and
5. Retaliation for having reported or threatened to report harassment.

If you believe that you have been unlawfully harassed, provide a written complaint to your owner or any other Company Supervisor or the Human Resources Manager ("**HR Manager/Owner**") of the Company as soon as possible after the incident. Your complaint should include details of the incident or incidents, names of the individual involved and names of any witnesses. Supervisors will refer all harassment complaints to the HR Manager/Owner. The Company will undertake an effective, thorough and objective

investigation of the harassment allegations.

If the Company determines that unlawful harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by the Company to be responsible for unlawful harassment will be subject to appropriate disciplinary action, up to and including termination. A company representative will advise all parties concerned of the results of the investigation. The Company will not retaliate against you for filing a complaint and will not tolerate or permit retaliation by management, employees or coworkers.

Internal Dispute Resolution Procedures

Suggestions for improving the Company are always welcome. From time-to-time, you may have a complaint, suggestion or question about your job, your working conditions or the treatment you are receiving. Your good-faith complaints, questions and suggestions also are of concern to the Company. We ask that you take your concerns first to your supervisor, following these steps:

1. Within a week of the occurrence, bring the situation to the attention of your immediate supervisor who will then investigate and provide a solution or explanation.
2. If the problem persists, you may put it in writing and present it to the HR Manager/Owner who will investigate and provide a solution or explanation. It is recommended that you bring the matter to the HR Manager/Owner as soon as possible after you believe that your immediate supervisor has failed to resolve the matter.
3. If the problem is not resolved, you may present the problem in writing to the OWNER of the Company who will attempt to reach a final resolution.

This procedure, which we believe is important for both you and the Company, may not result in every problem being resolved to your satisfaction. However, the Company values your input and you should feel free to raise issues of concern, in good faith, without the fear of retaliation.

Employment Terms

Statement of At-Will Employment Status

Employment at the Company is employment at-will. Employment at-will may be terminated with or without cause and with or without notice at any time by the employee or the Company. Nothing in the Handbook or in any document or statement shall limit the right to terminate employment at-will. Only an authorized manager or supervisor of the Company has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will. Any agreement must be in writing. It is the responsibility of the Employee to confirm their contract is signed by an authorized manager or supervisor.

Job Duties

Your supervisor will explain your job responsibilities and the performance standards expected of you. Be aware that your job responsibilities may change at any time during your

employment. From time-to-time, you may be asked to work on special projects or to assist with other work necessary or important to the operation of your department or the Company. Your cooperation and assistance in performing such additional work is expected.

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

Meal Periods

The company provides a meal period for eating and rest and/or length of the meal period may vary in different locations and may be subject to state law. Meal period schedules are decided at each individual office or department and arranged by your supervisor. In general, you may not forego your scheduled meal period.

Non-exempt employees are required to record the beginning and end of their meal periods and are not compensated for this time.

Work Schedules

The Company is normally open for business between the hours of 8 a.m. and 5 p.m., Monday through Friday. Your supervisor will assign your individual work schedule. All employees are expected to be at their desks or work sites at the start of their scheduled shifts, ready to perform their work.

Exchanging work schedules with other employees is prohibited without the prior approval of your supervisor. However, if it is necessary to exchange schedules, notify your supervisor, who may authorize and exchange if possible. Work schedule exchanges will not be approved for mere convenience or if the exchanges will result in disruption of or interference with normal operations or will result in excessive overtime.

The workday (a consecutive 24-hour period) begins at 12:01 a.m. and ends at Midnight. The workweek begins on Monday at 12:01 AM and ends on Sunday at Midnight.

Rest Periods

All employees are entitled to a 10-minute rest period for every four hours worked or major fraction thereof. Rest periods are provided on employer-paid time.

Recovery Periods

All outdoor-working employees are allowed the opportunity to take a cool-down rest in the shade for a period of no less than five minutes when they feel the need to do so to protect themselves from overheating.

Overtime

As necessary, employees may be required to work overtime. For purposes of determining which hours constitute overtime; only actual hours worked in a given workday or workweek will be counted. The Company will attempt to distribute overtime evenly and accommodate individual schedules. A supervisor must authorize all overtime work in advance. The Company

provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law and applicable Collective Bargaining Agreements, if any.

Inactive Status

Employees who are on any type of leave of absence, work-related or non-work-related, will be placed on inactive status. No benefits (i.e. vacation, sick leave) will be earned and seniority will not continue to accrue.

Exempt Status

An exempt employee's salary may be reduced for complete days of absence due to vacations, holiday or personal business, before sick leave benefits accrue or after they are exhausted, and incomplete initial and final periods of work. Penalties for violations of major safety rules also may be deducted from exempt employees' salaries. An employee's salary will not be reduced due to partial weeks of work due to service as a juror, witness or in the military, or for lack of work. An exempt employee will be provided with full pay for one complete week for absences due to jury duty or as a witness in addition to payment for any partial weeks of work. This exempt status pay policy is intended to comply with the salary pay requirements of the Fair Labor Standards Act and State Law and shall be construed in accordance with the Act.

Employees are encouraged to bring any question concerning their salary or pay to the HR Manager/Owner so that any inadvertent error can be corrected. All Weekly Hourly employees will be paid on an hourly basis and will be entitled to overtime pay as provided by State and Federal laws.

Supplemental Employment (Moonlighting)

The Company has no objection to an employee holding another job as long as he/she can effectively meet the performance standard of his/her position and it does not create a conflict of interest. The Company will hold all employees to the same standards of performance and cannot make exceptions for employees who hold outside jobs.

While employed by the Company, employees are expected to devote their energies to their job with the Company. However, the following types of outside employment are strictly prohibited:

1. Employment that conflicts with an employee's work schedule, duties and responsibilities;
2. Employment that creates a conflict of interest or is incompatible with the employee's employment with the Company;
3. Employment that impairs or has detrimental effect on the employee's work performance with the Company;
4. Employment that requires the employee to conduct work or related activities on the Company's property during the employer's working hours or using the employer's facilities and /or equipment;
5. Employment that directly or indirectly competes with the business or the interests of the

Company.

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

Employment of Relatives

Employment of qualified relatives will be permitted as long as such employment does not, in the opinion of the Company, create actual or perceived conflicts of interest. Employees who are related by blood or marriage are permitted to work in the same facility provided no direct reporting relationship exists. The OWNER of the Company must approve any deviation from this policy.

Conflicts of Interest

A conflict of interest exists when an employee has a relationship with, engages in any activity with or has a personal financial interest with any person or organization that might impair his/her independence of judgment or influence his/her decisions or actions concerning Company business. It is expected that employees will avoid all situations that could assist, counsel, influence, or advantage a competitor of the Company.

Supervisor-subordinate romantic or personal relationships can also lead to supervisory problems, possible claims of sexual harassment and morale problems. An employee involved in any of the types of relationships or situations described in this policy should immediately and fully disclose the relevant circumstances to his/her immediate supervisor, or any other appropriate supervisor, for a determination as to whether a potential or actual conflict exists. If an actual or potential conflict is determined, the Company may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

Outside Activities

In an effort to promote a favorable impression of the Company, inside and outside the industry in which the company is engaged, it is important for all employees (including officers and other management) to secure approval for any material which will be used in publications, speeches, interviews, or any other public announcement if the material is related in any way to the employee's work at the Company.

The purpose of requiring approval is not to discourage individual efforts relating to the above, but rather to make certain that employees understand and positively and accurately project their role within an industry, which is subject to stringent government regulations. In general, no statement either oral or written (including articles, etc.) shall be given to the news media without prior approval.

You must have the approval of the Company, before you claim to represent the Company in any outside activity.

Voluntary Termination

An employee who voluntarily resigns his/her employment or fails to report to work for three (3) consecutively scheduled workdays without notice to, or approval by, his/her supervisor will voluntarily terminate employment with the Company. All Company-owned property (vehicles, keys, uniforms, identification badges, credit cards, etc.) must be returned immediately upon termination of employment.

Employee Conduct

Personal Conduct

The Company maintains high standards and is committed to providing the best quality of service to our customers. Quality service requires honesty, integrity, and professionalism. The success of our business depends upon the employees collectively living up to these standards. At all times, you are expected to treat customers, vendors, fellow employees, and sales associates in a courteous and respectful manner and to meet professional standards both in appearance and conduct. Company policy determines standards of conduct.

Prohibited Conduct

The following conduct is prohibited and will not be tolerated by the Company. This list of prohibited conduct is illustrative only; other types of conduct injurious to security, personal safety, employee welfare and the Company's operations also may be prohibited.

1. Falsification of employment records, employment information or other Company records.
2. Allowing falsification of any time card, either your own or another employee's.
3. Theft, deliberate or careless damage or destruction of any Company property or the property of any employee or customer.
4. Removing or borrowing Company property without prior authorization.
5. Unauthorized use of Company equipment, time, materials or facilities.
6. Provoking a fight or fighting during working hours or on Company property.
7. Participating in horseplay or practical jokes on Company time or on Company premises.
8. Carrying firearms or any other dangerous weapons on Company premises at any time.
9. Engaging in criminal conduct whether or not related to job performance.
10. Causing, creating or participating in a disruption of any kind during working hours on Company property.
11. Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or manager, or the use of abusive or threatening language toward a supervisor, manager and/or other employee.
12. Failure to notify a supervisor when unable to report to work, except in the case of

extreme circumstances.

13. Failure to obtain permission to leave work for any reason during normal working hours.
14. Failure to observe working schedules, including rest and lunch periods.
15. Failure to provide a physician's certificate when requested or required to do so.
16. Sleeping or malingering on the job.
17. Making or accepting personal telephone calls of more than three (3) minutes in duration during working hours, except in cases of emergency or extreme circumstances.
18. Making personal long-distance telephone calls.
19. Using earphones while working with others or when they may be a safety concern.
20. Working overtime without authorization or refusing to work assigned overtime.
21. Wearing unprofessional or inappropriate styles of dress (including hoodies) or hair while working.
22. Violation of any safety, health, security or Company policies, rules or procedures.
23. Committing a fraudulent act or a breach of trust under any circumstances.
24. Harassing, threatening, intimidating, or coercing another employee, sales associate, or customer; immoral or indecent conduct on Company time or premises.
25. Reporting to work under the influence, or the unauthorized consumption or possession of intoxicants or controlled substances while on Company business or premises, which have not been prescribed for medical reasons by a licensed physician.

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

Drug and Alcohol Abuse

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

Furthermore, the use of prescription drugs and/or over-the-counter drugs also may affect an employee's job performance and seriously impair the employee's safety at the Company.

The following rules and standards of conduct apply to all employees either on Company property or during the workday (including meals and rest periods).

The Company strictly prohibits the following conduct:

1. Possession or use of alcohol, or being under the influence of alcohol while on the job.
2. Driving a Company vehicle while under the influence of alcohol, or any other illegal or

controlled substance.

3. Distribution, sale or purchase of an illegal or controlled substance while on the job.
4. Possession or use of an illegal, or controlled substance or being under the influence of an illegal or controlled substance while on the job.

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

In order to enforce this policy, the Company reserves the right to conduct searches of Company property or employees and/or their personal property and to implement other measures necessary to deter and detect abuse of this policy. The Company reserves the right to conduct a drug test after work-related accidents.

Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well-being of others, must notify a supervisor of such use immediately before starting or resuming work.

The Company will encourage and reasonably accommodate employees with chemical dependencies (alcohol or drug) to seek treatment and/or rehabilitation. To this end, employees desiring such assistance should request a treatment or rehabilitation leave. The Company is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug or alcohol use, nor is the Company obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect the Company's treatment of employees who violate the regulations described above. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

Confidentiality

Each employee is responsible for safeguarding confidential information obtained during employment. In the course of your work, you may have access to confidential information regarding the Company, its suppliers, its customers or perhaps even fellow employees. It is your responsibility to in no way reveal or divulge any such information unless it is necessary for you to do so in the performance of your duties. Access to confidential information should be on a "need-to-know" basis and must be authorized by your supervisor. Any breach of this policy will not be tolerated and the Company may take legal action.

Punctuality and Attendance

As an employee of the Company, you are expected to be punctual and regular in attendance. Any tardiness or absence causes problems for your fellow employees and your supervisor. When you are absent, others must perform your workload, just as you must assume the workload of others who are absent.

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

If you are unable to report for work on any particular day, you must call your supervisor before the time you are scheduled to begin working for that day. If you call after your scheduled time to begin work, you will be considered tardy for that day. In all cases of absence or tardiness, employees must provide their supervisor with an honest reason or explanation. Employees also must inform their supervisor of the expected duration of any absence. Absent extenuating circumstance, you must call in on any day you are scheduled to work and will not report to work.

Excessive absenteeism or tardiness (whether excused or not) will not be tolerated. If you fail to report for work without any notification to your supervisor and your absence continues for a period of three (3) days, the Company will consider that you have abandoned your employment and have voluntarily terminated.

Personal Standards

Employees are expected to wear clothing appropriate for the nature of our business and the type of work performed. Clothing should be neat, clean and tasteful. Avoid clothing that can create a safety hazard. If provided by Company, Field employees are required to wear company attire and/or safety vests while performing job duties. Hoodies are prohibited.

Customer Relations

We are a service business and we must all remember that the customer always comes first. It is the customer who pays our wages. Remember, while the customer is not always right, the customer is never wrong. Customers are to be treated courteously and given proper attention at all times. Never regard a customer's question or concerns as an interruption or an annoyance. Customer inquiries, whether in person or by telephone, must be addressed promptly and professionally.

Never place a telephone caller on hold for an extended period. Direct incoming calls to the appropriate person and make sure the call is received. Through your conduct, show your desire to assist the customer in obtaining the help he or she needs. If you are unable to help a customer, find someone who can. Never argue with a customer. If a problem develops or if a customer remains dissatisfied, ask your supervisor or management to intervene.

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

Off-Duty Conduct

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

business interests. Employees are expected to conduct their personal affairs in a manner that does not adversely affect the Company's or their own integrity, reputation or credibility. Illegal or immoral off-duty conduct on the part of an employee that adversely affects the Company's legitimate business interests or the employee's ability to perform his or her job will not be tolerated.

Housekeeping

All employees are expected to keep their work areas clean and organized. Common areas, such as lunchrooms and restrooms, should be kept clean by those using them. Please clean up after meals. Dispose of trash properly.

Conducting Personal Business

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

Health and Safety

Every employee is responsible for the safety of him or herself as well as others in the workplace. To achieve our goal of maintaining a safe workplace, everyone must be safety conscious at all times. In compliance with State and Federal laws, and to promote the concept of a safe workplace, the Company maintains an Injury and Illness Prevention Program. The Injury and Illness Prevention Program is available for review by employees and/or employee representatives in your division office. It is the responsibility of every employee to read, understand and comply with every provision of the Company Injury and Illness prevention program.

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

Smoking Policies

Smoking is not allowed in any enclosed facility on the Company premises. This includes but is not limited to the use of electronic cigarettes.

Security

The security of facilities and work sites as well as the welfare of our employees requires that every individual be constantly aware of potential security risks. You should immediately notify your supervisor when unknown persons are acting in a suspicious manner, in or around the facilities and work sites, or when keys, security passes or identification badges are lost or misplaced.

Employees Who Are Required to Drive

Employees who are required to drive a Company vehicle or their own vehicle on Company business must be at least 18 years of age and will be required to show proof of current, valid licenses and (when applicable) current effective insurance coverage prior to the first day of employment. The Company participates in a system that regularly checks the DMV records of all employees who drive as part of their job.

The Company retains the right to transfer to an alternative position, suspend or terminate an employee whose license is revoked, or who fails to (when applicable) maintain personal automobile insurance coverage or who is uninsurable under the Company's policy.

Personal use of Company vehicles is prohibited.

Parking and Moving Vehicle Violations

Employees, who receive a parking or Moving Violation while driving on behalf of the Company, whether driving a Company-owned vehicle or a personal vehicle, or off-duty and driving a Company-owned vehicle, are responsible for the payment of all violations. There is never a reason to violate the driving laws, no matter where you are located. Please schedule all events, meetings, etc. in order to give yourself sufficient time to avoid parking and/or moving violations.

Company Property

Employer Property

Storage bins, desks, vehicles and equipment are Company property and must be maintained according to Company rules and regulations. They must be kept clean and are to be used only for work-related purposes. The Company reserves the right to inspect all Company property to insure compliance with its rules and regulations, without notice to the employee and/or in the employee's absence.

Prior authorization must be obtained before any Company property may be removed from the premises. For security reasons, employees should not leave personal belongings of value in the workplace.

Terminated employees should remove any personal items at the time they leave the Company. Personal items left in the workplace by previous employees are subject to disposal if not claimed at the time of the employee's termination.

Technology Use

Technology assets, including computers, mobile devices, data, files, networks, email and Internet access, are the property of the Company and are provided to employees for Company use only.

Inappropriate use of Company technology assets, violation of computer related laws or breaches of company security may lead to disciplinary action up to and including termination.

The Internet and email utilize network bandwidth, which is critical for company operations, including access to the accounting system and network files. Every division is dependent on this bandwidth. In addition, this bandwidth is necessary for website visitors and email traffic. Inappropriate use or abuse of network bandwidth is strictly in violation of Company policy and will not be tolerated.

Employees do NOT have a right to privacy when using company technology assets. Any data, files, email or other communications that are stored on or transmitted across any Company networks may be viewed, opened or copied without prior notification to employees.

It is critical that passwords and logins are protected to ensure the security of our data.

- Passwords must never be shared or lent to other individuals
- Passwords must never be transmitted via email or other insecure means
- Passwords must never be visible on your desk or in your work area

The Company does NOT in any way condone the illegal use or duplication of software nor will the Company tolerate any employee installing any unlicensed software onto any computer owned by the Company. Any software not purchased by the Company must be approved by the IT Department, prior to installation on any Company computer or mobile device.

The following items are strictly prohibited on Company computers and networks:

- File and music sharing programs
- Streaming audio or video, including Internet Radio and Internet Television
- Communications or materials that are derogatory, disparaging or hate oriented
- Communications or materials that are lewd, indecent or pornographic
- Communications or materials that may be considered offensive to other employees

Off-Duty Use of Facilities

Employees are prohibited from being on Company premises or making use of Company facilities while not on duty. Employees are expressly prohibited from using Company facilities, Company property or Company equipment for personal use.

Employee Property

The Company cannot be responsible for lost, damaged, or stolen personal property, including automobiles parked on Company premises. An employee's personal property, including but not limited to storage boxes, packages, purses and backpacks, may be inspected upon reasonable suspicion of unauthorized possession of Company property. Therefore, we do not encourage bringing personal property on to Company property or onto the jobsite.

Personal Telephone Calls

Our telephone lines are for business use and should not be tied up with personal phone calls. If you must make or take a personal call, keep it short and as non-disruptive as possible. In the rare instance an extended call is necessary, get your supervisor's approval before making the call. Any long distance personal calls should be charged to an employee's personal calling card account.

Payroll and Personnel

Payment of Wages

Semi-monthly Salary employees are paid on the 15th and the last day of the month. If a regular payday falls on a Saturday, employees will be paid on Friday. If payday falls on a Sunday, employees will be paid on Monday.

All Weekly Hourly and Weekly Salary employees of the Company are paid on Monday for work performed during the previous one-week pay period. If a regular payday falls on a holiday, these employees will be paid on the preceding workday. The work week commences on Monday at 12:01AM and terminates on Monday at 12:00 AM Midnight.

Paychecks are normally available by 3 p.m. at your office or work site. If there is an error on your check, please report it immediately to your supervisor.

No employee will be permitted to receive the paycheck of another employee, unless the employee to whom the check is written submits prior written authorization to the Office Manager. Only the Office Manager may distribute paychecks to the authorized person.

Discretionary Bonuses

Some employees may be eligible for a discretionary bonus based on their achievement of assigned objectives and/or the Company's overall performance. If you are eligible, you will be notified by your supervisor. If awarded, any discretionary bonus will be earned and payable only at a time specified by the company, so long as you are still employed by the Company at the time of payment. The amount, if any, of any discretionary bonus awarded by the Company shall be determined in the Company's sole and exclusive discretion and there is no guarantee that you will receive any particular bonus amount or any bonus at all. If your employment with the Company ends for any reason before a discretionary bonus is paid, you will not be entitled to any pro-rata or other bonus amount. Applicable payroll deductions and all required withholdings will be deducted from any bonus payments.

Wage Levies, Garnishments, Attachments and Judgments

Under certain legal orders from a court or government agency known as levies, garnishments, attachments, or judgments, we are required to assist in the collection process of a personal debt. In these situations, we are required to submit part of an employee's wages to a third party in payment of a debt. If your wages are attached, we must withhold from your check and pay to a third party a specified amount until the attachment is settled.

Any questions regarding such orders should be directed to the issuing agency.

Personnel Records

Employees have a right to inspect and receive a copy of their personnel records maintained by The Company relating to their performance or any grievance concerning them, as provided by law. Any inspection of records will be made in the presence of a Company representative and at a mutually convenient time. Upon a written request, The Company will provide the

records within 30 days. If the request is oral, The Company will provide the employee a request form to be completed. The Company may request reimbursement for the actual copying costs incurred and, if applicable, mailing costs. Any request for information from personnel files must be directed to the HR Manager/Owner. Only the HR Manager/Owner is authorized to release information about current or former employees. The Company will attempt to restrict disclosure of your personnel file to authorized individuals within The Company. Disclosure of personnel information to outside sources will be limited. However, The Company will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations and as otherwise legally required.

Keeping your Personnel File Current

The Company is required by law to keep current all employees' names and addresses. Employees are responsible for updating the information in their personnel file.

To ensure that your personnel file is up-to-date at all times, any change in your name, home address, telephone number, marital status, or emergency contacts must be reported to the HR Manager/Owner on an Employee Personal Data Form. We encourage you to maintain an up-to-date record of this information to keep your benefit plan and tax withholding correct.

Employee References

All requests for references must be directed to the HR Manager/Owner. No other manager, supervisor or employee is authorized to release references for current or former employees. The Company's policy as to references for employees who have left the Company is to disclose only the dates of employment and the title of the last position held. If you authorize disclosure in writing, the Company also will provide a prospective employer with the information on the amount of salary or wage you last earned.

Absence and Leave

Paid Sick Leave

Effective July 1, 2015, California law provides for mandatory paid sick leave under the Healthy Workplaces, Healthy Families Act (AB 1522) (the "Act"). This paid sick leave policy is intended to comply with the requirements of the Act.

Eligible Employees: Beginning July 1, 2015, all employees who have worked in California for the same employer for thirty (30) or more days within a year from the start of their employment will be entitled to paid sick leave as outlined below.

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

Sick Pay Amount: Eligible hourly employees will receive sick leave as follows:

Effective July 1, 2015, The Company will provide eligible hourly employees with twenty- four (24) hours of paid sick leave. *Unused sick leave will not carry over from year to year.* Employee

will accrue twenty-four (24) hours of paid sick leave each year. Eligible employees will be allowed to utilize twenty-four hours of paid sick leave throughout the year, at their discretion.

Exceptions for Paid Sick Leave for Hourly Employees: Hourly employees not working in California, and hourly employees covered by a collective bargaining agreement, are exempt from the Company Paid Sick Leave program.

Paid sick leave can be used for the following reasons:

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

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

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

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

Incremental Use: Paid sick leave can be used in a minimum of 2 hour increments.

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

Any further medical treatment will be under the direction of the workers' compensation insurance. Any absences from work for follow-up treatment, physical therapy or other prescribed appointments will not be paid as time worked. If you have accrued and unused paid sick leave, the additional absences from work will be paid with the use of paid sick leave.

Employee Notice Requirement: Where the need to use paid sick leave is *foreseeable*, the employee must provide his or her immediate supervisor reasonable advance notification.

Where the need to use paid sick leave is *unforeseeable*, the employee must provide his or her immediate supervisor notice as soon as practicable.

Leave of Absence

The Company may grant leaves of absences to employees in certain circumstances. It is important to request any leave in writing as far in advance as possible, to keep in touch with your supervisor or the HR Manager/Owner during your leave, and to give prompt notice if there is any change in your return date. If your leave expires and you have not contacted your supervisor or the Company, it will be assumed that you have abandoned your position and voluntarily terminated your employment. Upon return from a leave of absence, you will be credited with the full employment status, which existed prior to the start of the leave.

All leaves of absence are unpaid. If you are granted a leave, the Company will pay you sick leave for the period of the time equivalent to your accumulated sick leave earned. You also may use any unpaid vacation time accrued up to the date of leave.

Any leave taken under this provision, that qualifies as leave under the state and/or federal family/medical leave acts, will be counted as family/medical leave and charged to your entitlement of twelve (12) work weeks of family/medical leave in a 12-month period.

Medical Leaves

A medical leave of absence may be granted for non-work-related temporary medical disabilities (other than pregnancy, childbirth and related medical conditions) for up to four (4) months with a doctor's written certificate of disability. Requests for leave should be made in writing as far in advance as possible. If you are granted a medical leave, the Company will pay you sick leave for the period of the time equivalent to your accumulated sick leave earned. You also may use any unpaid vacation time accrued up to the date of leave.

A medical leave begins on the first day your doctor certifies that you are unable to work and ends when your doctor certifies that you are able to return to work or after a total for four (4) months of leave, whichever occurs first. Your supervisor will supply you with a form for your doctor to complete, showing the date you were disabled and the estimated date you will be able to return to work. An employee returning from a medical disability leave must present a doctor's certificate showing fitness to return to work.

If returning from a non-work-related medical leave, you will be offered the same position held at the time of leaving, if available. If this position is not available, a comparable position will be offered. If neither the same nor comparable position is available, your return to work will depend on job openings existing at the time of your scheduled return. There are no guarantees of reinstatement and your return will depend on our qualifications for existing openings.

State and Federal workers' compensation laws govern work-related injuries and illnesses. The Company intends to fully comply with these laws. State and Federal pregnancy disability laws govern leaves taken because of pregnancy, childbirth and related medical conditions.

Any law taken under this provision that qualifies as leave under the state and/or federal family/medical leave acts will be counted as family/medical leave and charged to your entitlement of twelve (12) work weeks of family/medical leave in a 12-month period.

Pregnancy-Related Disability Leave

Pregnancy, childbirth or related medical conditions will be treated like any other disability, and an employee on leave will be eligible for temporary disability benefits in the same amount and degree as any other employee on leave.

Procedure: All female employees must advise the HR Manager/Owner of their intent to take pregnancy disability leave as soon as possible. The individual should make an appointment with the HR Manager/Owner so the following will be explained:

1. Employees who need to take pregnancy disability must provide at least verbal notice sufficient to notify the Company that the employee needs to take a pregnancy disability leave and/or transfer. The verbal notice should include the anticipated timing and duration of the leave or transfer.

If the need for the leave or transfer is foreseeable because of pregnancy, employees must provide at least 30 days advance notice before the pregnancy disability leave or transfer is to begin. Employees must consult with the HR Manager/Owner regarding the scheduling of any planned medical treatment or supervision so as to minimize disruption to the operations of the Company. Any such scheduling is subject to the approval of the health care provider of the employee.

If 30 days advance notice is not possible, notice must be given as soon as practicable.

2. If requested by the employee and recommended by the employee's physician, the employee's work assignment may be changed as required to protect the health and safety of the employee and her child.
3. Requests for transfers of job duties will be reasonably accommodated if the job and security rights of others are not breached.
4. Temporary transfers due to health consideration will be granted where possible. However, the employee will receive the pay that accompanies the job, as is the case with any other temporary transfer due to temporary health reasons.
5. Pregnancy leave usually will begin when ordered by the employee's physician. The certification indicating disability should contain:
 - a. The date on which the employee became disabled due to pregnancy;
 - b. The probable duration of the period or periods of disability, and A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.
6. Leave returns will be allowed only when the employee's physician sends a release.
7. An employee will be allowed to use accrued vacation time during a pregnancy disability leave.
8. Duration of the leave will be determined by the advice of the employee's physician, but

disabled employees may take up to four (4) months. The four (4) months of leave includes any period of actual disability caused by the employee's pregnancy, childbirth or related medical condition. This includes leave for severe morning sickness and for prenatal care.

Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed. Leave may be taken in increments of one (1) week.

Under most circumstances, upon submission of a medical certification that an employee is able to return to work from a pregnancy disability leave, an employee will be reinstated to her same position held, if available. An employee returning from a pregnancy disability leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the employee on pregnancy disability leave would have been laid off had she not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining the Company's ability to operate safely and efficiently during the leave, and there are no equivalent or comparable positions available, then the employee would not be entitled to reinstatement.

If you take pregnancy disability leave and are eligible under the federal or state family and medical leave laws, the Company will maintain group health insurance coverage for up to a maximum of twelve (12) work weeks (if such insurance was provided before the leave was taken) on the same terms as if you had continued to work. Leave taken under the pregnancy disability policy runs concurrently with family and medical leave under federal law, but not family and medical leave under State and Federal law. If you are ineligible under the federal and state family and medical leave laws, while on pregnancy disability you will receive continued paid coverage on the same basis as other medical leave which the Company may provide and which you are eligible to take. In some instances, the Company may recover premiums it paid to maintain health coverage for you if you fail to return to work following pregnancy disability leave.

If you are on pregnancy disability leave and are not eligible for continued paid coverage, or if paid coverage ceases after twelve (12) work weeks, you may continue your group health insurance coverage through the Company in conjunction with federal COBRA guidelines by making monthly payments to the Company for the amount of the relevant premium. Contact the HR Manager/Owner for further information.

Bereavement Leave

In the event of the death of your current spouse, child, parent, legal guardian, brother, sister, grandparent, grandchild, or mother-, father-, sister-, brother-, son-, or daughter-in-law, salaried employees may take up to three (3) consecutive scheduled work days off with pay with the approval of the Company. In the event of the death of your current cousin, aunt, or uncle, exempt employees may take one (1) work day with pay. Your supervisor may approve additional unpaid time off.

Victims' Rights Leave of Absence

The Company will not retaliate against or discriminate against employees who are victims of certain felony crimes, including vehicular manslaughter while intoxicated, felony child abuse, felony stalking and other "serious felonies," domestic violence, or sexual assault, for taking

unpaid time off from work to appear in court or to obtain prescribed relief. Employees may take such unpaid time off from work to appear in court to be heard at any proceeding involving a post-arrest release decision, plea, sentencing, post-conviction release decision, or any proceeding in which a right of the victim is at issue. In the event that you need to take time off to appear in court for these purposes, please provide your supervisor with reasonable advance notice of your intention to take time off, unless the advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, no disciplinary action will be taken against you if you, within a reasonable time after the absence, provide documentation evidencing the judicial proceeding from any of the following: (1) the court or government agency setting the hearing, (2) the district attorney or prosecuting attorney's office, or (3) the victim/witness office that is advocating on behalf of the victim.

The Company will also provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking. Such reasonable accommodations may include a transfer, reassignment, modified schedule, changed work telephone, changed work station, installed lock, an implemented safety procedure, or another adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, or stalking, or referral to a victim assistance organization. To this end, employees desiring such accommodations should contact a Company representative with day-to-day personnel responsibilities and request such an accommodation. The Company will engage in a timely, good faith, and "interactive process" with the affected employee to determine effective reasonable accommodations which might be provided.

Military Leave

Employees who wish to serve in the military and take military leave should contact the HR Manager/Owner for information about their right before and after such leave. Employees are entitled to reinstatement upon completion of military service provided you return or apply for reinstatement within the time allowed by law.

Personal Leave

A personal leave of absence without pay may be granted at the discretion of the Company. Requests for personal leave should be limited to unusual circumstances requiring an absence of longer than two (2) weeks. Approved personal absences of shorter duration are not normally treated as leaves, but rather as excused absences without pay.

Any leave taken under this provision, that qualifies as leave under the state and/or federal family/medical leave acts, will be counted as family/medical leave and charged to your entitlement of twelve (12) work weeks of family/medical leave in a twelve (12) month period.

Jury Duty or Witness Leave

The Company encourages employees to serve on jury selection or jury duty when called. Salaried employees will receive up to one (1) week's full salary while on jury duty. You should notify your supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. You may be requested to provide written verification from the court clerk of having served. If work time remains after any day of jury selection or jury duty you will be expected to return to work for the remainder of your work schedule.

Time Off For Voting

In the event that an employee does not have sufficient time outside of working hours to vote in a State and/or Federal election, the employee may take off enough working time to enable him or her to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time, and the time taken off shall be combined with the voting time available outside of working hours. Under these circumstances an employee will be allowed a maximum of two (2) hours on the Election Day without loss of pay. Where possible, the employee shall give his or her supervisor at least two (2) days notice that time off to vote is needed.

Volunteer Firefighters, Reserve Peace Officers, and Emergency Rescue Personnel

No employee shall receive discipline for taking time off to perform emergency duty, or to attend required fire or law enforcement training, as a volunteer firefighter, reserve peace officer, or emergency rescue personnel, not to exceed an aggregate of 14 calendar days per calendar year. If you are participating as a volunteer firefighter, reserve peace officer, or emergency rescue personnel, please notify your supervisor so that he or she may be aware of the fact that you may have to take time off for emergency duty or required fire or law enforcement training. In the event that you need to take time off for emergency duty, or required fire or law enforcement training, please notify your supervisor before doing so where possible.

Recreational Activities and Programs

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

Family/Medical Leave

Employees who have more than twelve (12) months of service, who have worked at least 1,250 hours during the previous twelve (12) month period before the date the leave is to begin, and who are employed at a worksite where the Company maintains on the payroll (as of the date of the leave request), at least 50 part-or full-time employees within 75 miles (measured in road miles) of the worksite where the employee requesting the leave is employed, are eligible under federal (FMLA) and state (CFRA) family leave laws to take up to a maximum of twelve (12) work weeks of unpaid family/medical leave within a 12-month period.

Family/medical leave time is permitted for 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, child, parent, domestic partner, grandparent, grandchild, parent-in-law or sibling who has a serious health condition, or for a serious health condition that makes the employee unable to perform his/her job.

Time off from work because of the employee's disability due to pregnancy, childbirth or related medical condition is not counted as time used for CFRA leave, but is counted as time used for FMLA leave. Pregnant employees may have the right to take a pregnancy disability leave in addition to family or medical leave; such employees should contact their supervisor

regarding their individual situation. Any leave taken for the birth, adoption or foster care placement of a child does not have to be taking in one continuous period of time. CFRA leave taken for the reason of birth or placement of a child will be granted in minimum amounts of two (2) weeks. However, the Company will grant a request for a CFRA leave (for birth/placement of a child) of less than two (2) weeks' duration on any two occasions. Any leave taken must be concluded within one (1) year of the birth or placement of the child with the employee.

The following procedures shall apply when requests for family leave are made:

Please contact the HR Manager/Owner as soon as you become aware of the need for family/medical leave.

1. If the event necessitating the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member, the employee must provide notice of at least 30 days advance notice before leave is to begin. The employee must consult with the employer regarding the scheduling of any planned medical treatment or supervision so as to minimize disruption to the operations of the Company.

Any such scheduling is subject to the approval of the health care provider of the employee or the health care provider of the employee's child, parent, spouse, domestic partner, grandparent, grandchild, parent-in-law or sibling.

If 30 days notice is not practicable, notice must be given as soon as practicable.

The Company will require that the employee provide certification as explained below within 15 days of the employee's request for FMLA/CFRA leave, unless it is not practicable for the employee to do so. The Company may require re-certification from the health care provider if additional leave is required.

2. If the leave is needed to care for a sick child, spouse, parent, domestic partner, grandparent, grandchild, parent-in-law or sibling the employee must provide a certification from the health care provider, which states:
 - a. Date of commencement of the serious health condition;
 - b. Probable duration of the condition;
 - c. Estimated amount of time the health care provider will provide care.
 - d. Confirmation that the serious health condition warrants the participation of the employee.
3. In cases where both parents are employed by the Company and the leave requested is for the birth, adoption or foster care of a child, the Company will not grant more than twelve (12) work weeks total of family/medical leave.
4. If the leave is needed for the employee's own serious health condition, the employee must provide a certification from the health care provider which states;
 - a. Date of commencement of the serious health condition;
 - b. Probable duration of the condition;

- c. A statement that the employee is unable to work at all or is unable to perform any one or more of the essential functions of his/her position because of the employee's serious health condition.

The Company will require certification by the employee's health care provider that the employee is fit to return to his/her job.

- 5. An employee taking family/medical leave will be allowed to continue participating in any health and welfare benefit plans in which he/she was enrolled before the first day of the leave (for up to a maximum of twelve (12) workweeks) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. The Company will continue to make the same premium contribution as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins under FMLA (i.e., for pregnancy disability leaves). In some instances, the Company may recover premiums paid to maintain health coverage for an employee who fails to return to work following family/medical.

Payment is due on the same schedule as payments are made under COBRA.

Employees on family/medical leave who are not eligible for continued paid coverage may continue their group health insurance coverage through the Company in conjunction with federal COBRA guidelines by making monthly payments to the Company for the amount of the applicable premium. Employees should contact their supervisors for further information.

- 6. Paid leave will be substituted for unpaid leave in the following circumstances:

Accrued sick leave is required to be used during FMLA/CFRA leave for the employee's own serious health condition.

Accrued vacation is required to be used for any family/medical leave-qualifying event.

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

Employees on FMLA/CFRA leave will not continue to accrue vacation and sick leave during unpaid FMLA/CFRA leave.

- 8. Leave granted under any of the reasons provided by state and federal law will be counted as family/medical leave and will be considered as part of the 12-work-week entitlement in a 12-month period. The 12-month period is measured forward from the date any employee's first FMLA leave begins. Successive 12-month periods commence on the date of an employee's first use of such leave after the preceding 12-month period has ended. There is no carry-over of unused leave from one 12-month period to the next 12-month period.
- 9. Employees may take FMLA/CFRA leave intermittently (in blocks of time, or by reducing

their normal weekly or daily work schedule) if the leave is for the serious health condition of the employee's child, parent, spouse, domestic partner, grandparent, grandchild, parent-in-law or sibling or of the employee and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is one (1) week.

10. Reinstatement after family/medical leave may be denied to certain salaried "key" employees:
 - a. Who are among the highest paid 10 percent of salaried employees who are employed within 75 miles of the worksite at which the employee is employed at the time of leave request; and
 - b. When the refusal to reinstate is necessary because the employee's reinstatement will cause substantial and grievous economic injury to the Company's operations; and
 - c. When the employee is notified of the Company's intent to refuse reinstatement at the time the Company determines the refusal is necessary; and
 - d. In any case in which leave has already begun, the Company will give the employee a reasonable opportunity to return to work following the notice described above.

For additional information about eligibility for family/medical leave, contact the HR Manager/Owner.

School Activities

If it becomes necessary for an employee (who is the parent or guardian of a child) to attend the child's school to discuss possible suspension or other possible disciplinary action(s), the employee should alert his or her supervisor as soon as possible so that alternative arrangements may be made. Pursuant to applicable State and Federal laws, no discriminatory or disciplinary action will be taken against the employee for taking time off for this purpose.

Employees are encouraged to participate in the school activities of their child(ren). The absence is subject to the following provisions:

1. Parents, guardians or grandparents having custody of one or more children in kindergarten or grades 1 to 12 may take reasonable time off for a school activity.
2. The time off for school participation cannot exceed eight (8) hours in any calendar month, or a total of forty (40) hours each school year.
3. Employees must provide as much advance notice as possible to their supervisor.
4. If both parents are employed by the Company, the first employee to request such leave will receive the time off. The other parent will receive the time off only if his/her supervisor approves the leave.
5. Employees must use vacation leave in order to receive compensation for this time off.
6. Employees who do not have paid time off available will take the time off without pay.
7. Employees must provide their supervisor with documentation from the school that indicated that the employee participated in a school activity on the day of the absence for that purpose.

Workers' Compensation

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

1. Medical care.
2. Cash benefits, tax free, to replace lost wages.
3. Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure that you receive any workers' compensation benefits to which you may be entitled.

1. Immediately report any work-related injury to your supervisor
2. Seek medical treatment and follow-up care if required.
3. Complete a written Employee's Claim Form and return it to your supervisor.
4. Provide the Company with a certification from your health care provider regarding the need for workers compensation disability leave and your ability to return to work from the leave.

Under most circumstances, upon submission of a medical certification that an employee is able to return to work from a workers' compensation leave of four (4) months or less, the employee will be reinstated to his/her same position held at the time the leave began or to an alternate position, if available. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave.

If the same position is not available, an employee's return to work will depend on job openings existing at the time of his/her scheduled return. An employee's return will depend on his/her qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of his/her job because of a physical or mental disability, the Company's obligations to the employee may include reasonable accommodation, as governed by the American with Disabilities Act (ADA).