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**EMPLOYEE**

**MANUAL**

Inyon Solutions Global

Revised 12/2023

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# Section 1

# Introduction

## Welcome to Inyon Solutions Global (ISG)

Purpose Statement

Inyon Solutions Global (ISG) is a mission driven full-service staffing and business solution organization agency that provides fully qualified and pre-screened staff to work in various capacities, including teachers, assistant teachers, direct support staff, administrative staff, and more to local school districts and local county and non-profit programs.

## Employee Manual

This Employee Manual ("Manual") is designed to summarize certain personnel policies and benefits

of Inyon Solutions Global (the "Company"), of 1255 West Colton Avenue, Suite 510, Redlands, California 92374, and to acquaint employees with many of the rules concerning employment with ISG. This Manual applies to all employees, and compliance with ISG’s policies is a condition of employment. This Manual supersedes all previous employment policies, written and oral, express and implied. ISG reserves the right to modify, rescind, delete, or add to the provisions of this Manual from time to time in its sole and absolute discretion. This Employee Manual is not a binding contract between ISG and its employees, nor is it intended to alter the at-will employment relationship between ISG and its employees. ISG reserves the right to interpret the policies in this Handbook and to deviate from them when, in its discretion, it determines it is appropriate.

## Changes in Policy

Since our business is constantly changing, ISG expressly reserves the right to revise,

modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment as described below.

No oral statements or representations can in any way alter the provisions of this Manual. Nothing in

this employee handbook or in any other document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee. Any changes to your at-will employment status, described below, must be in writing and must be signed by ISG.

If you are uncertain about any policy or procedure, please check with Human Resources.

## Employment-At-Will

Employment with ISG is on an at-will basis, unless otherwise specified in a written employment agreement. You are free to resign at any time, for any reason, with or without notice. Similarly, ISG is free to conclude the employment relationship at any time for any lawful reason, with or without cause, and with or without notice.

Nothing in this Manual will limit the right of either party to terminate an at-will employment. No section of this Manual is meant to be construed, nor should be construed, as establishing anything other than an employment-at-will relationship. This Manual does not limit management's discretion to make personnel decisions such as reassignment, change of wages and benefits, demotion, etc.

No person other than the CEO, President, or COO has the 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 terms. Only the CEO, President, or COO of the Company has the authority to make any such agreement, which is only binding if it is in writing and signed by the President of the Company.

# Section 2 Employment Policies

## Employee Classifications

The following terms are used to describe employees and their employment status:

**Exempt Employees -** Employees whose positions meet specific tests established by the Federal Labor Standards Act ("FLSA") and California state law. In general, exempt employees are those engaged in executive, managerial, high-level administrative and professional jobs who are paid a fixed salary and perform certain duties. In addition, certain commissioned sales employees and highly paid computer professionals are exempt. Exempt employees are not subject to the minimum wage and overtime laws.

**Non-exempt Employees -** Employees whose positions do not meet specific tests established by the FLSA and California state law. All employees who are covered by the federal or state minimum wage and overtime laws are considered non-exempt. Employees working in non-exempt jobs are entitled to be paid at least the minimum wage per hour and a premium for

overtime.

**Full-Time Employees -** Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work a schedule of 35 hours per work week.

**Part-Time Employees -** Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work less than 35 hours per work week.

**Temporary Employees -** Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project. Employment assignments in this category are of limited duration and the temporary employee can be let go before the end of the defined period. Short term assignments generally are periods of three (3) months or less, however, such assignments may be extended. All Temporary employees are at-will regardless of the anticipated duration of the assignment (see Employment-at-Will Policy). Temporary employees retain that status unless and until notified in writing of a change.

**Independent Contractor or Consultant -** These individuals are not employees of the Company and are self-employed. An independent contractor or consultant is engaged to perform a task according to his/her own methods and is subject to control and direction only as to the results to be accomplished. Independent contractors or consultants are not entitled to benefits.

Each employee will be advised of his or her status at the time of hire and any change in status. Regardless of the employee's status, the employee is employed at-will and the employment relationship can be terminated by ISG or the employee at any time, with or without cause and with or without notice.

## Equal Employment Opportunity & Americans with Disabilities Act

It is the policy of ISG to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristic with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination.

ISG expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment and to accommodate others in line with this policy to the fullest extent required by law. For example, ISG will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on ISG’s operations. If you desire religious accommodation, you are required to make the request in writing to your manager as far in advance as possible. You are expected to strive to find co-workers who can assist in the accommodation (e.g. trade shifts) and cooperate with ISG iin seeking and evaluating alternatives.

Moreover, in compliance with the Americans with Disabilities Act (ADA), ISG provides reasonable accommodations to qualified individuals with disabilities to the fullest extent required by law. ISG may require medical certification of both the disability and the need for accommodation. Keep in mind that ISG can only seek to accommodate the known physical or mental limitations of an otherwise qualified individual. Therefore, it is your responsibility to come forward if you are in need of accommodation. ISG will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job.

## Confidentiality

In the course of employment with ISG, employees may have access to "Confidential Information" regarding ISG, which may include its business strategy, future plans, financial information, contracts, suppliers, customers, personnel information or other information that ISG considers proprietary and confidential. Maintaining the confidentiality of this information is vital to ISG’s competitive position in the industry and, ultimately, to its ability to achieve financial success and stability. Employees must protect this information by safeguarding it when in use, using it only for the business of ISG and disclosing it only when authorized to do so and to those who have a legitimate business need to know about it. This duty of confidentiality applies whether the employee is on or off ISG’s premises, and during and even after the end of the employee's employment with ISG. This duty of confidentiality also applies to communications transmitted by ISG’s electronic communications. See also Internet, Email and Computer Use policy, herein.

## Employment of Minors

The FLSA's child labor provisions, which ISG strictly adheres to, are designed to protect the educational opportunities of youth and prohibit their employment in jobs that are detrimental to their health and safety. Generally speaking, the FLSA sets the minimum age for employment (14 years for non-agricultural jobs), restricts the hours youth under the age of 16 may work, and prohibits youth under the age of 18 from being employed in hazardous occupations. In addition, the FLSA establishes subminimum wage standards for certain employees who are less than 20 years of age, full-time students, student learners, apprentices, and workers with disabilities. Employers generally must have authorization from the U.S. Department of Labor's Wage and Hour Division (WHD) in order to pay sub-minimum wage rates.

## Employment of Relatives

ISG recognizes that the employment of relatives in certain circumstances, such as when they will work in the same department, supervise or manage the other, or have access to confidential or sensitive information regarding the other, can cause problems related to supervision, safety, security or morale, or create conflicts of interest that materially and substantially disrupt ISG's operations. When ISG determines any of these problems will be present, it may decline to hire an individual to work in the same department as a relative. Relatives subject to this policy include: father, mother, sister, brother, current spouse or domestic partner, child (natural, foster, or adopted), current mother-in- law, current father-in-law, grandparent, or grandchild.

If present employees become relatives during employment, ISG should be notified so that we may determine whether a problem involving supervision, safety, security or morale, or a conflict of interest that would materially and substantially disrupt ISG's operations exists. If ISG determines that such a problem exists, ISG will take appropriate steps to resolve the problem, which may include reassignment of one relative (if feasible) or asking for the resignation of one of the relatives.

## Introductory Period

The first 90 days of employment are considered an introductory period for all newly hired employees. During this time, you will learn your new responsibilities, get acquainted with fellow employees, and determine whether you are happy with the position. Also, during this time, your manager will monitor your performance. Upon completion of the introductory period, your manager will review your performance. If ISG finds your performance satisfactory and decides to continue your employment, you will be advised of any improvements expected. This is also an opportunity for you to make suggestions to improve ISG’s efficiency and operations.

Completion of the introductory period does not entitle you to remain employed by ISG for any definite period of time, but instead allows both you and ISG to evaluate whether or not you are right for the position. Your status as an at-will employee does not change-the employment relationship may be terminated with or without cause and with or without advance notice, at any time by you or ISG.

## Personnel Records and Employee References

ISG maintains a personnel file and payroll records for each employee as required by law.

Personnel files and payroll records are the property of ISG and may not be removed from ISG premises without written authorization. Because personnel files and payroll records are confidential, access to the records is restricted. Generally, only those who have a legitimate reason to review information in an employee's file are allowed to do so. Disclosure of personnel information to outside sources will be limited. However, ISG will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

Employees may contact a Human Resources representative to request a time to review their payroll records and/or personnel file. With reasonable advance notice, an employee may review his or her own records in ISG’s office during regular business hours and in the presence of an individual appointed by ISG to maintain the records. You also have the right to obtain a copy of your personnel files, but you may be required to pay for any such copies. You may add your comments to any disputed item in the file.

By policy, ISG will provide only the former or present employee's dates of employment and position(s) held with ISG. Compensation information may also be verified if written authorization is provided by the employee.

## Privacy

ISG is respectful of employee privacy. All employee demographic and personal information will be shared only as required in the normal course of business. Healthcare enrollment information is kept in a separate folder from other human resources forms. Workers' Compensation information is not considered private healthcare information; however, this information will be released only on a need-to-know basis.

ISG does not make or receive any private healthcare information through the course of normal work. If any employee voluntarily shares private healthcare information with a member of management, this information will be kept confidential. If applicable, ISG will set up guidelines for employees and management to follow to ensure that company employees conform to the requirements of the Health Insurance Portability and Accountability Act (HIPAA).

## Immigration Law Compliance

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 on the date of hire and present documentation establishing identity and employment eligibility within three

business days of date of hire. Former employees who are rehired must also complete an I-9 form if they have not completed an I-9 form with ISG within the past three years, or if their previous I-9 form is no longer retained or valid. You may raise questions or complaints about immigration law compliance without fear of reprisal.

## Political Neutrality

Maintenance of individual freedom and our political institutions necessitates broad scale participation by citizens concerning the selection, nomination and election of our public office holders. ISG will not discriminate against any employee because of identification with and support of any lawful political activity. Company employees are entitled to their own personal political position. ISG will not discriminate against employees based on their lawful political activity engaged in outside of work. If you are engaging in political activity, however, you should always make it clear that your actions and opinions are your own and not necessarily those of ISG and that you are not representing ISG.

# Section 3

**Hours of Work and Payroll Practices**

## Pay Periods and Paydays

Employees are paid on a weekly basis. All employees will be paid every Friday. All employees are paid by check or direct deposit on the above-mentioned payday. If the regular payday falls on a Company holiday, employees will be paid on the last business day before the holiday and/or weekend.

## Overtime

Nonexempt employees will be paid in accordance with federal and California state law.

In California, with some exceptions, the standard work week for employees should not exceed 8 hours per day or 40 hours per week. Should ISG find it necessary to employ an employee in excess of these standards, overtime hours shall be compensated at the rate of one and one-half times the employee's regular rate of pay for all hours worked in excess of eight hours up to and including 12 hours in any workday, and for the first eight hours worked on the seventh consecutive day of work in a workweek; and double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight on the seventh consecutive day of work in a workweek.

All overtime work by non-exempt employees must be authorized in advance by their manager. Only hours actually worked will be used to calculate overtime pay.

## Rest and Meal Periods

All rest and meal periods will be in accordance with California state law.

Nonexempt employees will be provided a 10-minute rest break for every four-hour period of work. This time is counted and paid as time worked. Employees scheduled to work more than a five-hour period will be provided a 30-minute unpaid meal period. Non-exempt employees who work six hours may waive their meal break. Non-exempt employees working more than ten hours are entitled to a second meal period, except that if the time worked does not exceed twelve hours, the second meal period may be waived by mutual consent between the employee and his/her manager.

Reasonable break time will be provided to breast-feed an infant or to express breast milk. Time is counted as paid if taken concurrent with other break time, otherwise, time is counted as unpaid.

## Time Cards

Nonexempt employees are required to keep an accurate and complete record of their attendance and hours worked. Timecards are official business records and may not be altered without the employee's supervisor's approval and may not be falsified in any way.

## Payroll Deductions

Various payroll deductions are made each payday to comply with federal and state laws pertaining to taxes and insurance. Deductions will be made for the following: Federal and State Income Tax Withholding, Social Security, Medicare, State Disability Insurance & Family Temporary Disability Insurance, and other items designated by you or required by law (including a valid court order). You can adjust your federal and state income tax withholding by completing the proper federal or state form and submitting it to Accounting or Human Resources. At the start of each calendar year, you will be supplied with your Wage and Tax Statement (W-2) form for the prior year. This statement summarizes your income and deductions for the year.

## Wage Garnishment

A garnishment is a court order requiring an employer to remit part of an employee's wages to a third party to satisfy a just debt. Once ISG receives the legal papers ordering a garnishment, we are required by law to continue making deductions from your check until we have withheld the full amount or until we receive legal papers from the court to stop the garnishment. Even if you have already paid the debt, we still need the legal papers to stop the garnishment.

## Direct Deposit

All employees are encouraged, but not required, to use direct deposit and have their paychecks deposited into a bank account of an accredited participating bank or credit union.

## California Fair Pay Act

No employer shall pay any individual for employment at wage rates less than the rates paid to employees of the opposite sex in the same establishment for equal work on jobs the performance of which requires equal skill, effort, and responsibility, and which are performed under similar working conditions, except where the payment is made pursuant to a seniority system, a merit system, a system which measures earnings by quantity or quality of production, or a differential based on any bona fide factor other than sex. In addition, it is unlawful to pay employees less than employees of another race or ethnicity for "substantially similar work" and prior salary shall not, by itself, justify any disparity in compensation.

**3.9 Workplace Violence Policy**

Inyon Solutions Global is committed to providing a safe and respectful workplace for all employees, contractors, clients, and visitors. Workplace violence, in any form, will not be tolerated. This policy outlines the company’s approach to preventing, addressing, and resolving incidents of workplace violence to ensure the safety and well-being of everyone in our work environment.

**Scope** This policy applies to all Inyon Solutions Global employees, contractors, clients, and visitors. It covers all work-related activities, including those occurring on company premises, during off-site assignments, at company-sponsored events, and in virtual workspaces.

**Definition of Workplace Violence** Workplace violence includes, but is not limited to:

* **Physical violence:** Acts such as hitting, pushing, or any form of physical assault.
* **Threats:** Verbal or written statements or gestures that imply harm to others.
* **Harassment:** Behavior intended to intimidate, offend, or humiliate, including bullying.
* **Intimidation:** Actions or words that create a sense of fear or unease.
* **Other acts:** Any behavior that jeopardizes the physical or psychological safety of individuals in the workplace.

**Prevention Measures** Inyon Solutions Global takes proactive steps to prevent workplace violence, including:

1. **Employee Training:** Regular training sessions to recognize, prevent, and respond to workplace violence.
2. **Open Communication:** Encouraging employees to report concerns without fear of retaliation.
3. **Workplace Assessments:** Regular evaluations of workspaces to identify and mitigate potential risks.
4. **Zero-Tolerance Policy:** Clear communication that acts of violence will result in disciplinary action, up to and including termination.

**Reporting Procedures**

1. **Immediate Reporting:** Employees should immediately report any incident or threat of workplace violence to their supervisor.
2. **Confidentiality:** All reports will be handled with the utmost discretion and confidentiality.
3. **Documentation:** A written report detailing the incident, including the date, time, individuals involved, and any witnesses, should be completed.

**Response to Incidents**

1. **Investigation:** The company will promptly investigate all reports of workplace violence. This may involve interviewing involved parties and witnesses and reviewing relevant evidence.
2. **Interim Measures:** If necessary, temporary measures (e.g., suspension, reassignment) may be implemented to ensure safety during the investigation.
3. **Resolution:** Based on the findings, appropriate actions will be taken, which may include mediation, counseling, disciplinary action, or law enforcement involvement.

**Disciplinary Action** Employees found to have engaged in workplace violence will face disciplinary measures, which may include:

* Verbal or written warnings
* Mandatory training or counseling
* Suspension without pay
* Termination of employment
* Legal action, if applicable

**Non-Retaliation** Inyon Solutions Global strictly prohibits retaliation against any employee who, in good faith, reports workplace violence or participates in an investigation. Any acts of retaliation will be subject to disciplinary action.

**Policy Review and Updates** This policy will be reviewed annually and updated as necessary to ensure compliance with applicable laws and the evolving needs of the workplace.

# Section 4

**Standards of Conduct and Employee Performance**

## Anti- Harassment and Discrimination

ISG is committed to providing a work environment free of sexual or any form of unlawful harassment or discrimination. Harassment or unlawful discrimination against individuals on the basis of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by local, state or federal laws is illegal and prohibited by ISG policy.

Such conduct by or towards any employee, contract worker, customer, vendor or anyone else who does business with ISG will not be tolerated. Any employee or contract worker who violates this policy will be subject to disciplinary action, up to and including termination of his or her employment or engagement. If a customer, a vendor or any other business partner engages in unlawful harassment or discrimination, ISG will take appropriate corrective action.

Pursuant to SB 523, ISG prohibits discrimination against an applicant or employee based on reproductive health decision-making. ISG does not require applicants or employees to disclose reproductive health decision-making information.

## Prohibited Conduct:

Prohibited harassment or discrimination includes any verbal, physical or visual conduct based on sex, race, age, national origin, disability or any other legally protected basis if:

* + 1. submission to such conduct is made either explicitly or implicitly a term or condition of an

individual's employment or engagement;

* + 1. submission to or rejection of such conduct by an individual is used as a basis for decisions concerning that individual's employment or engagement; or
    2. it creates a hostile or offensive work environment.

Prohibited harassment includes (but is not limited to) unwelcome sexual advances, requests for sexual favors and lewd, vulgar or obscene remarks, jokes, posters or cartoons, and any unwelcome touching, pinching or other physical contact. Other forms of unlawful harassment or discrimination may include racial epithets, slurs and derogatory remarks, stereotypes, jokes, posters or cartoons based on race, national origin, age, disability, marital status or other legally protected categories.

Prohibited harassment might also be transmitted using ISG's electronic communications system, or through other on-line conduct.

## Complaint Procedure:

Employees or contract workers who feel that they have been harassed or discriminated against, or who witness any harassment or discrimination by an employee, contract worker, customer, vendor or anyone else who does business with ISG, should immediately report such conduct to their supervisor or any other member of management.

Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the situation. No employee, contract worker, customer, vendor or other person who does business with this organization is exempt from the prohibitions in this policy. In response to every complaint, ISG will conduct an investigation which may involve interviewing witnesses if warranted and, if improper conduct is found, take appropriate corrective action.

To the extent that an employee or contract worker is not satisfied with ISG’s handling of harassment or discrimination complaint, he or she may also contact the appropriate state or federal enforcement agency for legal relief.

## Attendance

Punctuality and regular attendance are essential to the successful operation of ISG's business. If an employee is unable to report to work (or to report to work on time) for any reason, the employee must notify his or her supervisor before his or her starting time. If an employee desires to leave work for any reason during the workday, the employee must obtain the approval of his or her supervisor prior to leaving. In the event that the employee fails to call his or her supervisor or report for work for 3 consecutive workdays, the employee will be deemed to have voluntarily resigned from his or her employment with ISG and will be removed from the payroll. Excessive absenteeism is defined as 3 or more instances in a 3 month period. Excessive absenteeism or tardiness may subject the employee to disciplinary action, up to and including termination.

## Discipline and Standards of Conduct

As an at-will employer, ISG may impose discipline whenever it determines it is necessary

or appropriate. Discipline may take various forms, including verbal counseling, written warnings, suspension, demotion, transfer, re-assignment or termination. The discipline imposed will depend on the circumstances of each case; therefore, discipline will not necessarily be imposed in any particular sequence. Moreover, at any time ISG determines it is appropriate, an employee may be terminated immediately.

Every organization must have certain standards of conduct to guide the behavior of employees. Although there is no possible way to identify every rule of conduct, the following is an illustrative list (not intended to be comprehensive or to limit ISG's right to impose discipline for any other conduct it deems inappropriate). Keep in mind that these standards of conduct apply to all employees whenever they are on ISG property and/or conducting ISG business (on or off ISG property). Engaging in any conduct ISG deems inappropriate may result in disciplinary action, up to and including termination.

* + 1. Dishonesty and any unethical behavior;
    2. Falsification of ISG records;
    3. Unauthorized use or possession of property that belongs to ISG, a coworker, or of the public;
    4. Possession or control of illegal drugs, weapons, explosives, or other dangerous or unauthorized materials;
    5. Fighting, engaging in threats of violence or violence, use of vulgar or abusive language, horseplay, practical jokes or other disorderly conduct that may endanger others or damage property;
    6. Insubordination, failure to perform assigned duties or failure to comply with ISG's health, safety or other rules;
    7. Unauthorized or careless use of ISG's materials, equipment or property;
    8. Unauthorized and/or excessive absenteeism or tardiness;
    9. Lack of teamwork, poor communication, unsatisfactory performance, unprofessional conduct, or conduct improper for the workplace;
    10. Sexual or other illegal harassment or discrimination;
    11. Unauthorized use or disclosure of ISG's confidential information;
    12. Violation of any ISG policy.

## Dress Code

What we wear to work is a reflection of the pride we have in our company, in what we do, and in ourselves. Although dress code requirements will vary according to job responsibilities, we ask that

your appearance at all times show discretion, good taste, and appropriateness for the safe performance of your job.

## Safety

Inyon Solutions Global (ISG) is committed to providing a safe and healthy work environment for all employees. Accordingly, ISG emphasizes "safety first." It is the employee's responsibility to take steps to promote safety in the workplace and work in a safe manner. By remaining safety conscious, employees can protect themselves and their coworkers.

**Reporting Requirements:**

One crucial aspect of maintaining this commitment is the timely and accurate reporting of accidents. This policy outlines the procedures for employees to follow when reporting accidents to their immediate supervisors.

Employees are required to report any accidents or incidents, regardless of severity, to their immediate supervisor immediately or no later than 24 hours after the occurrence.

**Accident Details:**

Employees should provide a detailed account of the accident, including the date, time, and location. Describe the nature of the accident, the equipment or machinery involved, and any contributing factors.

**Injury or Property Damage:**

If the accident resulted in an injury, employees must provide information about the extent of the injury and any immediate first aid administered. In the case of property damage, employees should report the damage and its impact.

**Reporting Procedures:**

Employees should report accidents directly to their immediate supervisor by call, text, or email. In situations where the supervisor is unavailable, employees should inform the next available manager or team leader.

**Supervisor Responsibilities:**

Supervisors must respond promptly to accident reports, ensuring that appropriate actions are taken to address any immediate hazards or concerns. Supervisors are responsible for conducting a thorough investigation of the reported accident, documenting findings, and implementing corrective actions as necessary. Accurate records of accidents and their investigations must be maintained by the supervisor for future reference and to identify trends or areas for improvement. If need be, the employee will be directed to a worker's compensation clinic for further evaluation of injury.

**Non-Retaliation:**

Inyon Solutions Global prohibits any form of retaliation against employees who report accidents in good faith. Reporting accidents is a vital component of our commitment to continuous improvement in workplace safety.

**Review and Updates:**

This safety policy will be reviewed periodically to ensure its effectiveness. Any necessary updates will be communicated to all employees.

## Substance and Abuse

ISG is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol and the unlawful use of drugs in the workplace.

Consequently, no employee may consume or possess alcohol or drugs, or use, possess, sell, purchase or transfer illegal drugs at any time while on ISG's premises or while using ISG vehicles or equipment, or at any client location during work time.

No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug.

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

Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs.

Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered.

## Workplace Searches

All offices, desks, file drawers, cabinets, lockers, ISG vehicles, and other ISG equipment

(including but not limited to computers, e-mail and voice mail) and facilities or any area on ISG premises are the property of ISG ("Company Property"), and are intended for business use. Employees should have no expectation of privacy with respect to ISG property and/or items stored within ISG property or on ISG premises. Inspection may be conducted at any time, without notice, at the discretion of ISG.

In addition, when ISG deems appropriate, employees may be required to submit to searches of their personal vehicles, parcels, purses, handbags, backpacks, brief cases, lunch boxes or any other possessions or articles brought on to ISG's premises.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this

policy may not be permitted to enter the premises. All employees must cooperate in an inspection;

failure to do so is insubordination and will result in disciplinary action, up to and including termination.

## Internet, Email and Computer Use Policy

ISG uses various forms of electronic communication including, but not limited to: computers, email, telephones, voicemail, instant message, text message, Internet, cell phones and smart phones (hereafter referred to as "electronic communications"). The electronic communications, including all software, databases, hardware, and digital files, remain the sole property of ISG and are to be used only for ISG business and not for personal use.

The following rules apply to all forms of electronic communications and media that are: (1) accessed on or from ISG premises; (2) accessed using ISG computer or telecommunications equipment, or via ISG-paid access methods; and/or (3) used in a manner which identifies ISG. The following list is not exhaustive and ISG may implement additional rules from time to time.

* + 1. Electronic communication and media may not be used in any manner that would be discriminatory, harassing, or obscene, or for any other purpose that is illegal, against ISG policy, or not in the best interest of ISG. Employees who misuse electronic communications and engage in defamation, copyright or trademark infringement, misappropriation of trade secrets, discrimination, harassment, or related actions will be subject to discipline, up to and including termination. Employees may not install personal software on ISG computer systems.
    2. Employee's own electronic media may only be used during breaks. All other company policies, including ISG's no tolerance for discrimination, harassment, or retaliation in the workplace apply.
    3. All electronic information created by any employee on ISG premises or transmitted to ISG property using any means of electronic communication is the property of ISG and remains the property of ISG. You should not assume that any electronic communications are private or confidential and should transmit personal sensitive information in other ways. Personal passwords may be used for purposes of security, but the use of a personal password does not affect ISG's ownership of the electronic information. ISG will override all personal passwords if necessary for any reason.
    4. ISG reserves the right to access and review electronic files, messages, internet use, blogs, "tweets", instant messages, text messages, email, voice mail, and other digital archives, and to monitor the use of electronic communications as necessary to ensure that no misuse or violation of ISG policy or any law occurs. All such information may be used and/or disclosed to others, in accordance with business needs and the law. ISG reserves the right to keep a record of all passwords and codes used and/or may be able to override any such password system
    5. Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by ISG management. No employee may install or use anonymous e-mail transmission programs or encryption of e-mail communications.
    6. Employees who use devices on which information may be received and/or stored, including but not limited to cell phones, cordless phones, portable computers, fax machines, and voice mail communications are required to use these methods in strict compliance with the Confidentiality section of this Manual. These communications tools should not be used for communicating confidential or sensitive information or any trade secrets.
    7. Access to the Internet, websites, and other types of ISG paid computer access are to be used for ISG business only. Any information about ISG, its products or services, or other types of information that will appear in the electronic media about ISG must be approved before the information is placed on any electronic information resource that is accessible to others.

## Cell Phone Policy

The use of personal cell phones at work is discouraged because it can interfere with work and be disruptive to others. Therefore, employees who bring personal cell phones to work are required to keep the ringer shut off or placed on vibrate mode when they are in the office, and to keep cell phone use confined to breaks and meal periods. Conversations should be held away from areas where other employees are working. When cell phone use interferes with the satisfactory performance of an employee's duties or disturbs others, the privilege of using a personal cell phone at work may be taken away and other disciplinary action, up to and including termination, may be imposed.

ISG may provide cell phone allowances to employees in certain positions in an effort to improve efficiency and effectiveness. When cell phones are used for ISG business, employees must comply with all ISG policies governing conduct, including our policies prohibiting discrimination, harassment, and violence in the workplace. When using the cell phone in a public place, please remember to maintain the confidentiality of any private or confidential business information. As a courtesy to others, please shut cell phones off or place on vibrate mode during meetings.

# Section 5

**Employee Benefits and Services**

## General

Aside from those benefits required by state and federal regulations, ISG also offers additional benefits for its full-time employees. From time to time, benefits may be added or deleted from the benefits package. ISG reserves the right to make such changes.

This Manual does not contain the complete terms and/or conditions of any of ISG’s current benefit plans. It is intended only to provide general explanations. For information regarding employee benefits and services, employees should contact Human Resources.

## Workers' Compensation

All states have Workers' Compensation laws whose purpose is to promote the general welfare of people by providing compensation for accidental injuries or death suffered in the course of employment. These laws are designed to provide protection to workers suffering occupational disabilities through accidents arising out of, and in the course of employment. ISG carries Workers' Compensation Insurance for all employees and pays the entire cost of the insurance program. An employee who suffers an injury or illness in connection with the job is usually eligible to receive payment through the insurance company for lost wages. In addition to disability payments, necessary hospital, medical and surgical expenses are covered under Worker Compensation, with payments being made directly to the hospital or physician. Workers' Compensation benefits to injured workers also include assistance to help qualified injured employees return to suitable employment.

## Social Security Benefits (FICA)

During your employment, you and ISG both contribute funds to the Federal government to support the Social Security Program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

## Unemployment Insurance

ISG pays a state and federal tax to provide employees with unemployment insurance coverage in the event they become unemployed through no fault of their own or due to circumstances described by law. This insurance is administered by applicable state agencies, who determine eligibility for benefits, the amount of benefits (if any), and duration of benefits.

# Section 6

**Employee Leaves of Absence and Time Off**

## General

While regular attendance is crucial to maintain business operations, ISG recognizes that, for a variety of reasons, employees may need time off from work. ISG has available a number of types of leaves of absences. Some are governed by law and others are discretionary. For all planned leaves, however, employees must submit a request at least 10 days in advance; in case of emergencies, employees should submit the request as soon as they become aware of the need for leave. All leaves must have the approval of ISG management. If, during a leave, an employee accepts another job, engages in other employment or consulting outside of ISG, or applies for unemployment insurance benefits, the employee may be considered to have voluntarily resigned from employment with ISG.

All requests for a leave of absence will be considered in light of their effect on ISG and its work requirements, as determined by ISG management, which reserves the right to approve or deny such requests in its sole discretion, unless otherwise required by law. For disability-related leave requests, ISG will engage in an interactive process with the employee to determine if a leave is the most appropriate accommodation. The employee must provide a certification from his or her health care provider to ISG to support a leave for medical reasons. Failure to provide the required certification to ISG in a timely manner will result in delay or denial of leave. If an employee requires an extension of leave, the employee must request such extension and have it approved before the expiration of the currently approved leave.

While ISG will make a reasonable effort to return the employee to his or her former position or a comparable position following an approved leave of absence, there is no guarantee that the employee will be reinstated to his or her position, or any position, except as required by law.

Employees on medical disability leave for eight or more consecutive calendar days may be eligible for California State Disability Insurance (SDI) benefits. Employees are responsible for applying these benefits themselves, and can obtain forms from their health care provider. SDI does not provide additional leave, job protection or reinstatement rights beyond those provided by our policies or by applicable state or federal law. You must apply separately for a medical leave of absence under our Family/Medical Leave, Pregnancy Disability or Personal Leave policies.

## Healthy Workplace Healthy Family Act -Sick Leave

ISG provides paid sick leave to employees who have worked 30 or more days in California within a year of their employment with the company or at the time this policy becomes effective.

**Eligibility**

All employees who have worked 30 or more days in California within a year of their employment with the company.

**Procedures**

Starting on January 1, 2024, all employees who have worked for more than 30 days in 12 months with ISG, including part-time and temporary staff, will be entitled to accrue sick leave at a rate of 1.33 hours for every pay period that is worked. This accrual will cap at a maximum of 40 hours per calendar year.

Unused time under this policy is not paid out at the time of separation from employment or at the end of the year.

Leave under this policy may be used in connection with the diagnosis, care or treatment of an existing health condition for, or the preventive care of, an employee or an employee's immediate family member. "Family member" for purposes of this policy includes spouses, registered domestic partners, children (regardless of age), parents (including step-parents and parents-in-law), grandparents, grandchildren, siblings or a designated person.

In addition to illness, the updated policy allows sick leave to be used for the diagnosis, care, or treatment of an existing health condition, for specific purposes for victims of sexual assault or preventive care for the employee or the employee's family members.

Employees requesting time off under this policy should provide as much advanced notice to Human Resources/Scheduling Coordinator as practicable. An employee may request sick time from their manager by text, call, or email. Employees who take more than three days of leave will be required to provide appropriate documentation to Human Resources/Scheduling Coordinator in support of the leave taken.

Leave under this policy may run concurrently with leave taken under other applicable policies as well as under local, state or federal law, including leave taken pursuant to the California Family Rights Act (CFRA) or the Family and Medical Leave Act (FMLA).

An employee may request paid sick days in writing or verbally. An employee cannot be required to find a replacement as a condition for using paid sick days.

## Paid Family Leave Benefits

Employees who suffer a wage loss in order to care for an ill family member or for the birth or adoption of a new child may qualify for "Paid Family Leave" benefits from the State of California. The state's Paid Family Leave (PFL) program provides partial wage replacement benefits during an absence for these purposes. The PFL program does not provide additional leave, job protection or reinstatement rights beyond those provided by our policies or by applicable state or federal law. You must apply separately for a leave of absence under our Employee Leaves of Absence and Time Off policies. All California employees contribute to a pool of funds which has been set aside to pay for Paid Family Leave Benefits. The funds are collected every payroll period by an increase in the State Disability Insurance (SDI) rate. The program is administered by the State, not by the Company.

Effective January 1, 2018, state Paid Family Leave (PFL) and State Disability Insurance (SDI) wage-replacement benefits will increase to 60 or 70 percent of a participant's wages (from the current level of 55 percent), depending on income level and up to the statutory cap. In addition, the current seven-day waiting period for PFL benefits will be eliminated as of January 1, 2018. PFL benefits, which are wholly funded by employee contributions, provide up to six weeks of wage-replacement benefits for bonding with a new child or to care for an ill family member.

## Notice of Domestic Violence Leave and Accommodation Rights Your Right to Take Time Off:

You have the right to take time off from work to get help to protect you and your children's health, safety or welfare. You can take time off to get a restraining order or other court order.

You can take time off from work to get medical attention or services from a domestic violence shelter, program or rape crisis center, psychological counseling, or receive safety planning related to domestic violence, sexual assault, or stalking.

You may use available accrued paid sick leave or compensatory time off , even if you don't have paid leave, you still have the right to time off.

## Your Right to Reasonable Accommodation:

You have the right to ask your employer for help or changes in your workplace to make sure you are safe at work. Your employer must work with you to see what changes can be made. Changes in the workplace may include putting in locks, changing your shift or phone number, transferring or reassigning you, or help with keeping a record of what happened to you. Your employer can ask you for a signed statement certifying that your request is for a proper purpose, and may also request proof showing your need for an accommodation. Your employer cannot tell your coworkers or anyone else about your request.

## Your Right to Be Free from Retaliation and Discrimination:

Your employer cannot treat you differently or fire you because:

* You asked for leave time to get help.
* You asked your employer for help or changes in the workplace to make sure you are safe at work.

You can file a complaint with the Labor Commissioner's Office against your employer if he/she retaliates or discriminates against you.

## Bereavement Leave

## Pursuant to AB 1949, each eligible employee can receive up to 5 days of unpaid bereavement leave upon the death of a covered family member. An eligible employee must be employed for at 30 days before taking this leave. Employees must use leave within 3 months of the date of the death of covered family member.

## A covered family member includes spouse, domestic partner, child, parent, parent-in-law, sibling, grandparent or grandchild.

## Employee may utilize Sick Time to be paid for this leave.

## 

## The leave does not need to be used consecutively. ISG reserves the right to request for appropriate documentation (death certificate, published obituary, etc.) if needed to approve bereavement leave.

## Pursuant to SB 848, Reproductive-Related Bereavement Leave which provides five days of leave for a “reproductive loss event.” “Reproductive loss event” means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction.

## Employees get up to five days for each qualifying event (separate from CFRA/FMLA); Employees have three months from the date of the qualifying event to use the leave, but the limit is 20 days of leave in a 12-month period. The leave days do not need to be consecutive.

## The leave is unpaid, but an employee may use other leave balances available, including paid sick leave.

## California Family Rights Act

California Family Rights Act (CFRA) covers the following: Baby Bonding (birth of child, adoption, or foster care); Employee’s own serious health condition (including worker’s compensation/excludes pregnancy); Family in Armed Forces- Exigency-family member on active duty status with Armed Forces; Family care-caring for family member with serious health condition.

## Leave under this Act provides an employee up to 12 weeks of unpaid leave and guaranteed reinstatement at the end of the leave. Benefits would continue during leave.

## An employee is eligible for CFRA if they have worked with ISG for 12 months and 1250 hours in prior 12

## month period. CFRA runs separately from Pregnancy Disability Leave.

## Employees may use Paid Sick Leave or take leave under CFRA to care for a “designated person”.

## Employees may designate the person at the time of the leave request. ISG policy is that there may only

## be one designated person that can be assigned per 12 month period.

## Family and Medical Leave

Because of the Company's small size, we are not required to comply with the federal Family and Medical Leave Act ("FMLA"). However, we recognize that our employees may occasionally need to

take unpaid leave to care for a new child, to care for a seriously ill family member, to handle an employee's own medical issues, or to handle issues relating to a family member's military service, possibly including caring for a family member who is injured while serving in the military.

If you anticipate that you might need time off to deal with family and medical issues, please speak

with your supervisor. We will seriously consider every request on a case-by-case basis.

## Workers' Compensation Leave

Any employee who is unable to work due to a work related injury or illness and who is eligible for Workers' Compensation benefits will be provided an unpaid leave for the period required. The first 12 weeks will be treated concurrently as a family and medical leave under the federal Family Medical Leave Act ("FMLA") for employees eligible for FMLA leave.

## Jury Duty

U.S. citizens have a civic obligation to provide jury duty service when called.

By state law, employees can use vacation, personal leave, or comp time to cover time they are out for jury duty.

The employee must bring in the jury duty notice as soon as it is received so that appropriate arrangements can be made to cover his or her duties. Employees are required to call in or report for work on those days or parts of days when their presence in court is not required.

## Voting Time

Employees who are registered voters and who lack sufficient time outside of work to vote in any local, state, and national election may take up to two hours off work with pay at the beginning or end of the day for this purpose. Employees should provide at least three working days' notice when time off is required.

# At-Will Employment Agreement and Acknowledgement of Receipt of Employee Manual

**Employee:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I acknowledge that I have been provided with a copy of the Inyon Solutions Global (the "Company") Employee Manual, which contains important information on the Company's policies, procedures and benefits, including the policies on Anti-Harassment/Discrimination, Substance Use and Abuse and Confidentiality. I understand that I am responsible for familiarizing myself with the policies in this handbook and agree to comply with all rules applicable to me.

I understand and agree that the policies described in the handbook are intended as a guide only and do not constitute a contract of employment. I specifically understand and agree that the employment relationship between the Company and me is at-will and can be terminated by the Company or me at any time, with or without cause or notice. Furthermore, the Company has the right to modify or alter my position, or impose any form of discipline it deems appropriate at any time. Nothing in this handbook is intended to modify the Company's policy of at-will employment. The at-will employment relationship may not be modified except by a specific written agreement signed by me and an authorized representative of the Company. This is the entire agreement between the Company and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded.

I understand that the Company reserves the right to make changes to its policies, procedures or benefits at any time at its discretion. However, the at-will employment agreement can be modified only in the manner specified above. I further understand that the Company reserves the right to interpret its policies or to vary its procedures as it deems necessary or appropriate.

I have received the Company Employee Manual. I have read (or will read) and agree to abide by the policies and procedures contained in the Manual.

This My Employee Manual.pdf is executed and agreed to by:

Employee Printed Name Employee Signature

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