



# EMPLOYEE HANDBOOK

**2020**

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# WELCOME TO FLASHBAY

{excerpted from [www.Flashbay.com](http://www.Flashbay.com)}

## Our Policy

As a responsible global company Flashbay believes that it is crucial that we show our environment the level of care and respect that it deserves. We aim to help protect the environment by preventing pollution, making continuous improvements to environmental relevant processes while abiding by laws and regulations.

## Our Carbon Footprint

- The Flashbay factory and US Office are both Carbon Neutral as of February 2008 ([Carbon Neutral Certificate](#)). As a responsible global leader in our field we are proud to be the 1st USB Flash drive Manufacturer and 1st supplier of Corporate Merchandise to be registered as Carbon Neutral. [How did we do it?](#)
- All lighting and electrical devices (with the exception of our server) are powered down nightly to conserve energy. Where any device has an energy saving feature this is enabled. Wherever possible Flashbay avoids the use of incandescent light bulbs.
- Flashbay has a policy of upgrading our dated technology with newer energy efficient models, improving performance, energy consumption and efficiency.



Flashbay engages in recycling of both production materials and commercial waste in all our locations worldwide.

## Processing Efficiency

- Flashbay shipments are batched and processed in bulk to minimize the number of delivery trips required to move your order from our locations to your final delivery destination.

Flashbay has chosen various couriers for shipping orders to our customers. To help reduce our carbon footprint we chose couriers who actively strive to minimize their impact on the environment.

## Our Products

- Flashbay offers products manufactured using recycled materials, where the customer shares our concern for the environment and requests these.

Flashbay endeavors to use packaging made from recycled materials.



## Our Staff

- All Flashbay employees are encouraged to mirror the company's values through recycling and conserving energy.
- All Flashbay employees are encouraged to travel to and from work using either public transport or by walking, keeping our carbon footprint with respect to staff travel as low as possible.

We encourage all our customers and suppliers to share our environmental concern and implement their own policies and practices to minimize the impact that they have on the environment.



## Flashbay Values

This is a reminder of Flashbay's values which all members of Flashbay should embody and uphold.

### **Passionate**

Above all, we care about what we do. Every one of our teams displays outstanding levels of enthusiasm, commitment and energy.

### **Pioneering**

We constantly strive to initiate improvements, for our people, our customers and the industries in which they work. We generate new ideas when conventional thinking is getting in the way and break new ground as a result.

### **Principled**

We maintain our integrity and are true to our values. Our collaborative and enabling culture maximizes talent at every level of Flashbay. It goes without saying that we have the utmost respect for one another and for our customers.

### **Distinctive**

Our people and our approach to work - they're both a bit different to every other company we've known. We value personality, which makes for an exciting and liberating environment.

## Flashbay's Structure

While our factory is a hierarchical structure, we continue to maintain an uncomplicated, flat structure for Flashbay UK and USA.

(Please see FLASHBAY'S STRUCTURE in the Employee Center for a current Organizational Chart.)

## SECTION 1 WELCOME

### **WELCOME!**

Welcome – we are thrilled to have you join us! We are committed to teamwork and a desire for everyone working



here to be successful. One way to ensure success is for you to thoroughly read and understand our handbook. This handbook is provided for your use as a ready reference and as a summary of our personnel policies, work rules and benefits. We have a great team and with you, we know it will be even better. If you have questions, please feel free to speak to your Supervisor or Human Resource representative.

### Right to Revise

Please understand that this handbook only highlights our policies, practices and benefits for your personal education and cannot therefore be construed as a legal document. Except for the employment at-will policy, we reserve the right to revise, delete or add to any and all policies, procedures, work rules or benefits stated in this handbook. All such revisions, deletions or additions must be in writing and must be signed by the President. No oral statements or representations can change or alter the provisions of this handbook. You will be informed when policies, procedures, work rules or benefits are revised. Please keep this handbook readily available and insert the updated material promptly so that it is current at all times.

### Violation of Policies

A violation of any policy whether or not detailed in this handbook will result in disciplinary action, up to and including termination.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, coerce employees or unlawfully restrict an employee's right to engage in any of the rights guaranteed to them by Section 7 of the National Labor Relations Act, including but not limited to, the right to engage in concerted protected activity for the purposes of improving working conditions.

### Employment At-Will

Your employment is at-will, which means that employment may be terminated with or without cause or notice at any time. Terms and conditions of employment — other than employment at-will — may be modified at our sole discretion. Other than the President, no one has the authority to make any agreement for employment other than for employment at-will or to make any agreement limiting our discretion to modify other terms and conditions of employment and this must be done in writing. No implied contract concerning any employment-related decision can be established by any other statement, conduct, policy or practice. Examples of terms and conditions of employment include: termination, promotion, demotion, transfers, hiring decisions, compensation, benefits and discipline.

Nothing in this at-will statement is intended to interfere with an employee's rights to communicate or work with others toward altering the terms and conditions of his or her employment.

## Discrimination, Harassment and Retaliation Free Workplace

We are an Equal Employment Opportunity employer. In order to provide equal opportunities to all individuals, employment decisions will be based on merit, qualifications, skills and performance.

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting, such as during business trips, business meetings and business-related social events.

We have a strict policy against discrimination, harassment and retaliation of any type and our goal is to provide a work environment free from discrimination, harassment, and retaliation as well as other disrespectful or other unprofessional conduct based on any protected class: race, color, religion (including religious dress and grooming practices), national origin, age (40 and over), medical condition, physical or mental disability, marital status, sex (including sexual harassment, sex stereotypes and pregnancy, childbirth and related medical conditions), sexual orientation, ancestry, genetic information/characteristics, gender, gender identity, gender expression, transgender, military or veteran status, or any other characteristic or activity protected by law .

We also prohibit discrimination, harassment, retaliation, disrespectful or unprofessional conduct based on the perception that anyone has any of the above characteristics or is associated with a person who has or is perceived to have any of those characteristics.

### Harassment Prohibited

Our policy prohibiting harassment applies to all persons involved in operations of the company. It covers harassment of any employee, unpaid intern, volunteer, applicant, contractor, vendor, or any person who has a business, service, or a professional relationship with us. .

**Harassment prohibited by this policy is not limited to sexual harassment, but includes harassment against any of the categories described above.**

Prohibited harassment, disrespectful or unprofessional conduct includes many forms of offensive behavior.

Harassment can be:

- Verbal (derogatory jokes or comments, epithets, slurs, unwanted invitations, comments, messages, social media posts, any communication through any type of electronic media that is harassing or discriminatory)
- Visual (displays of derogatory or sexually oriented written or graphic material, posters, photography, digital material, gestures)
- Physical (assault, unwanted touching, intentionally blocking someone's movement)
- Threatening, intimidating or hostile acts
- Negative stereotyping

Here are some types of behaviors that may be violations of this policy:

- Making sexually suggestive comments, jokes, advances or offering employment benefits in exchange for sexual favors.
- Teasing, bullying, making fun of or making derogatory remarks about someone's age, race, sexual orientation, disability or gender.
- Posting, passing around or displaying sexually suggestive or obscene printed materials or objects.
- Gender-based harassment including harassment by someone of the same sex as the victim.

Additionally, abusive conduct, defined as any conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests will not be tolerated.

### **Discrimination Prohibited**

We do not discriminate in employment opportunities or practices on the basis of any protected class. We are committed to compliance with all applicable laws providing equal employment opportunities. Unlawful discrimination against job applicants, employees, or unpaid interns by any of our employees is strictly prohibited.

This policy governs all aspects of employment, including hiring, promotion, job assignment, compensation, discipline, access to benefits, training, termination or other aspects of employment.

### **Non-Retaliation**

It is also prohibited for supervisors, managers and co-workers, as well as third parties such as vendors or customers, to retaliate against an employee because the employee has complained about discrimination, harassment, retaliation, abusive conduct, or participated in an investigation, proceeding or hearing based on such a complaint. Retaliation is a serious violation of this policy.

### **Complaint Procedure**

All employees are responsible for creating and maintaining a positive work environment. If you believe you have been a victim of discrimination, harassment, retaliation, or if you have witnessed discrimination, harassment, or retaliation that violates our policy, it is important that you take steps to address it immediately so that complaints can be promptly and fairly resolved.

If you are comfortable doing so, talk to the person whose behavior is bothering you and ask the person to stop. Regardless, it is imperative that you

- Report any discrimination, harassment, or retaliation directly to your Supervisor or any member of management or human resources as

soon as possible after the incident. Please provide as many details of the incident as possible.

Supervisors are required to report any incidents/complaints of discrimination, harassment, or retaliation of which they observe or become aware immediately to Human Resources.

A prompt, fair, thorough and objective investigation of the complaint will be conducted by an impartial and qualified person. Documentation will be maintained to ensure reasonable progress. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Reasonable conclusions based on the evidence collected will be reached and the complaint will be closed in a timely manner.

Upon completion of the investigation, and where warranted, appropriate corrective action will be taken to eliminate the discrimination, harassment, harassment, sexual harassment, or retaliation. Corrective action may include, but is not limited to, training, counseling, reassignment and/or discipline, up to and including termination. Appropriate action will also be taken to deter future conduct.

To the extent possible, the investigation of a complaint and any subsequent action taken in response to the complaint will proceed in an atmosphere of confidentiality. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action. Employees who have raised complaints should immediately make a further complaint should the conduct reoccur.

You may also bring your complaint to the federal or state agency that investigate or prosecute complaints. A complaint of discrimination, harassment or retaliation may be filed within one year of the harassment, discrimination or retaliation with the California Department of Fair Employment and Housing ("DFEH"). The DFEH initially serves as a neutral fact-finder and attempts to help the parties voluntarily resolve the complaint. The DFEH can be contacted at (800) 884-1684; or for the hard of hearing, (TTY) (800) 700-2320; or visit the department's website at [www.dfeh.ca.gov](http://www.dfeh.ca.gov). A complaint of discrimination, harassment, or retaliation, also may be filed within 300 days of the harassment, with the Equal Employment Opportunity Commission (EEOC), reached by calling (800) 669-4000 or for the hard of hearing, (800) 669-6820. EEOC field office information is available at [www.eeoc.gov](http://www.eeoc.gov).

### **Reasonable Accommodation of Disabilities**

The Americans with Disabilities Act (ADA) and the Fair Employment and Housing Act (FEHA) protect qualified employees with disabilities from discrimination in the workplace.

If you need a reasonable accommodation in order to perform the essential functions of your job, please notify your supervisor. Once you have notified us, we will make every effort to open up a dialogue with you

in attempt to determine whether we can make a reasonable accommodation for your disability.

At no time will we discriminate, harass, or retaliate in any way against you for making your accommodation request.

### Immigration Law Compliance

We are committed to employing only individuals who are authorized to work in the United States. Each new employee must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. If you are a former employee who is rehired, you must also complete the form if you have not completed an I-9 within the past three years, or if your previous I-9 is no longer retained or valid. If you have questions or seek more information on immigration law issues you are encouraged to contact the United States Citizenship and Immigration Services (USCIS) at 1-800-375-5283.

### Employee Classification

#### Exempt Employees

Exempt employees receive a flat salary regardless of the hours they work per week and are not eligible for overtime.

#### Non-Exempt Employees

Non-exempt employees are paid for all hours worked, are eligible for overtime and are subject to federal and state wage and hour requirements.

#### Temporary Employees

Temporary employees are hired for a specific term or project and are not eligible for any benefits other than those required by law.

### Personal Appearance

Flashbay adopts a 'business casual' dress code which is intended to ensure that as a company we project a businesslike and professional image to other business people, residents and staff at the office and surrounding development.

The basis of the dress code is as follows:

Appearance
<p>"Business casual" should project a 'smart appearance' – that is, clothing that is suited to an office environment that is professional, but comfortable and relaxed. A "smart appearance" consists of clothing that is clean, free of rips and tears and stains (even when these constitute the garment's fashion). "Smart" should reflect a common-sense approach to making a professional and respectful impression on others.</p>

Appropriate	Inappropriate
Pants	
<ul style="list-style-type: none"> <li>• Khakis or corduroys</li> <li>• Jeans (must be clean and free of rips; tears and fraying)</li> </ul>	<ul style="list-style-type: none"> <li>• Sweatpants, exercise or lounge wear</li> <li>• Low-rise pants or jeans</li> </ul>
Shorts / Skirts / Dresses	
<ul style="list-style-type: none"> <li>• Shorts, Skirts &amp; Dresses (Two fingers above the knee or longer)</li> </ul>	<ul style="list-style-type: none"> <li>• Athletic</li> <li>• Baggy</li> <li>• Shorts, Skirts &amp; Dresses (More than two fingers above the knee or shorter)</li> </ul>
Shirts	
<ul style="list-style-type: none"> <li>• Polo collars, knit (golf shirt)</li> <li>• Blouses, short- or long-sleeved</li> <li>• T-shirts with no offensive slogans or images.</li> <li>• Turtlenecks</li> <li>• Blazer or sport coats</li> <li>• Jackets or sweater</li> </ul>	<ul style="list-style-type: none"> <li>• T-Shirts with offensive slogans or images.</li> <li>• Beachwear</li> <li>• Exercise or lounge wear</li> <li>• Crop tops, clothing showing midribs, spaghetti straps.</li> </ul>
Shoes	
<ul style="list-style-type: none"> <li>• Sneakers; Athletic</li> <li>• Moccasins</li> <li>• Boots</li> <li>• Sandals, dressy</li> <li>• Casual, heel, open-back shoes</li> <li>• Shoes Free from dirt, marks or stains</li> </ul>	<ul style="list-style-type: none"> <li>• Beach Sandals; rubber on top and bottom</li> <li>• Slip-on sports sandals</li> <li>• Stained, marked or dirty shoes of any type</li> <li>• House shoes/slippers of any type</li> </ul>
Hats	
No Hats, Beanies, or Sweatshirt/Hoodies on during working hours	

#### Business Attire

It is not necessary to wear a suit, unless meeting with an external client.

#### Hygiene

Hand washing and the use of hand sanitizers has gained importance as a protection against the spread of illnesses. However, proper attention should be paid to matters of personal hygiene.

Naturally, you will be aware of what constitutes a 'smart appearance' and you are encouraged to exercise personal judgment with regard to your choice of dress.

### Fitness for Duty

We may require that you have a physical examination at our expense when it is necessary to demonstrate abilities to perform essential job functions or as required by applicable laws or regulations.

## Bonding

Whenever we require bonding of any employee or the carrying of any insurance for our indemnification, we shall pay the premiums.

## Paydays and Pay Periods

Our workweek is Sunday through Saturday. During weeks in which the regular payday falls on a holiday, all paychecks will be issued to you on the last regular workday preceding (or the first regular workday following) the holiday. Should we decide to change the payday schedule, you will be given no less than seven calendar days' advance notice of the change.

You should notify your Supervisor if you have a question regarding the calculations of your paycheck; any corrections will be noted and will appear on the following check. If you wish to have someone else pick up your paycheck, you must give a written authorization to payroll each time.

You will be paid in full semi-monthly on the 15th and 30th. Paychecks received on the 15th will be for time worked from the 26th through the 10th. Paychecks received on the 30th will be for time worked from the 11th through the 25th.

## Required Deductions from Pay

Deductions that are required by state and federal law to be withheld from your gross wages are; Federal Income Tax, Federal Social Security Tax (FICA), California State Income Tax, California State Disability Insurance, Medicare, Court Ordered Garnishment or any wage assignment, IRS or Franchise Tax Board Orders to Withhold.

## Salary/Wage Advances

As a practice, we do not grant salary advances. Exceptions to this policy will be made only under extreme circumstances.

## Garnishment

You are responsible for your own debts. Garnishments cause additional paperwork and added expense. We strongly encourage you to work out a financial problem before garnishment of wages become necessary. We may charge an administrative fee for each garnishment.

## SECTION 2 WAGE AND HOUR GUIDELINES NON-EXEMPT EMPLOYEES

The workday is a 24-hour period. Our workday begins at 12:00 a.m. and ends at 11:59 p.m. You will be paid for all hours worked. Pay for time worked will be computed from the time you register in for work until you are effectively released from duty and register out.

## Meal, Rest and Recovery Periods

Failure to take meal or rest periods is a violation of Company policy. If you are not provided with a meal or rest break, or your breaks are interrupted, you must notify a supervisor immediately. Failure to abide by this policy will result in discipline up to and including termination.

It is our policy that you take all authorized and permitted meal and rest periods.

## Rest Periods

Non-exempt employees are entitled to rest break period(s) during their workday. You are authorized and permitted one 10-minute net rest break for every four hours you work (or major fraction thereof, which is defined as any amount of time over two hours). A rest break need not be authorized for employees whose total daily work time is less than three and one half hours.

NUMBER OF HOURS WORKED	NUMBER OF AUTHORIZED 10 MINUTE REST PERIODS
Less than 3.5 hours	0
More than 3.5-6	1
More than 6-10	2
More than 10-14	3

You will not clock out and will be paid for all such break periods. You are expected to return to work promptly at the end of any rest break.

If you wish to take an authorized rest period and believe you are unable to, you must speak with your Supervisor who will ensure that you get a rest period.

## Meal Period

Whenever you work more than five hours in any workday, you are authorized and permitted a minimum thirty minute unpaid, **uninterrupted**, duty-free meal period during which time you will be relieved of all duty and free to leave the premise. **You are not allowed by Flashbay to work during your meal period unless approved.** Your Supervisor may schedule such meal periods and post the schedule.

NUMBER OF HOURS WORKED	NUMBER OF AUTHORIZED MEAL PERIODS
Less than 5	0
More than 5-10	1
More than 10	2

The meal period should be taken prior to completing your fifth hour of work unless you are scheduled to work six hours or less, and we mutually agree in writing that the meal period may be waived.

You are also authorized and permitted a second unpaid, uninterrupted, duty-free meal period of thirty minutes whenever you work for a period of more than 10 hours in any workday. The second meal period should be taken prior to the beginning of your 11<sup>th</sup> hour of work, unless you are scheduled to work 12 hours or less, and we agree in writing not to take a second meal period.

Notify a Supervisor if you are not provided a meal break or it is interrupted.

### Lactation

If you request an accommodation in order to express breast milk during the workday, you will be granted a reasonable amount of time, to run concurrently if possible, with paid rest periods already provided. Time taken for this purpose that exceeds rest period time already provided will be unpaid.

### Meal Periods

Whenever you work more than five hours in any workday, you are authorized and permitted a minimum thirty minute unpaid, **uninterrupted**, duty-free meal period during which time you will be relieved of all duty and free to leave the premise. Your Supervisor may schedule such meal periods and post the schedule.

NUMBER OF HOURS WORKED	NUMBER OF AUTHORIZED MEAL PERIODS
Less than 5	0
More than 5-10	1
More than 10	2

The meal period should be taken prior to completing your fifth hour of work unless you are scheduled to work six hours or less, and we mutually agree in writing that the meal period may be waived.

You are also authorized and permitted a second unpaid, uninterrupted, duty-free meal period of thirty minutes whenever you work for a period of more than 10 hours in any workday. The second meal period should be taken prior to the beginning of your 11<sup>th</sup> hour of work, unless you are scheduled to work 12 hours or less, and we agree in writing not to take a second meal period.

**It is our policy that you take these authorized and permitted meal and rest periods.**

### Time Clock and Time Cards

You are required to accurately record all hours worked, meal periods, holiday, sick and vacation time. The time clock is located at

<https://primepay.payrollservers.us/WebClock/Default.aspx?DoneButton=Done>. All time cards must be properly completed, and you are responsible **only** for your own time card.

**You are not to begin work more than 5 minutes prior to the start of your shift or work beyond 5 minutes after the end of your shift without prior approval of your Supervisor.**

You are to sign your time card to attest that the hours recorded are accurate and are the total hours that you worked. You should not sign any time card that is inaccurate. Notify your Supervisor immediately if there are any changes. You may not change anyone else's time card or allow anyone else to manage your time card.

If you are a non-exempt employee, do not sign your time sheet if you have not been provided all required meal and rest breaks. Failure to notify a supervisor that you have not been provided meal and rest breaks is a violation of company policy.

### Overtime Pay

You will be paid one-and-one-half times your regular rate of pay for all time worked in excess of eight hours, up to and including 12 hours, in any one workday, all time worked in excess of 40 hours in any one workweek, and for the first eight hours worked on the seventh consecutive workday in any one workweek.

You will be paid two times your regular rate of pay for all time worked in excess of 12 hours in any one workday, and for all time worked in excess of eight hours on the seventh consecutive workday in any one workweek. Hours paid, but not worked (i.e. vacation, sick leave, holiday), will not be considered hours worked for the purposes of calculating overtime.

You must have **prior** approval before working any overtime. In no event will overtime pay be duplicated or pyramided (i.e., no payment of a premium rate for the same hours worked more than once).

## SECTION 3 BENEFITS

**Flashbay is pleased to provide the following benefits to employees.**

### Vacation

Flashbay gives its full time employees ten (10) days of paid vacation each year on an accrual system for your use during the calendar year as it is available. In certain circumstances, the Company, at its discretion, may advance vacation pay, and allow you to 'go negative'.

### Eligibility

All full-time employees are eligible to earn vacation. Eligible employees can begin **using** accrued vacation after three continuous months of employment, meaning you can apply

for vacation after 2 months, giving at least 20 days notice. All new eligible employees who have been on the payroll of the company for period of three (3) continuous months will be allowed to use any accrued vacation, meaning you can apply for vacation after 2 months, giving at least 20 days' notice.

### Accrual

Vacation eligibility accrues based on regular hours paid throughout the calendar year. The accrual rates for the vacation earned for each regular hour paid are as follows:

Accrual Per Week	1.54 Hours Per Week
Accrual Per Day	0.308 Hours Per Day

### Vacation Carryover

You are strongly encouraged to take time off for vacation during the year. If you do not schedule your vacation by the end of the year, Management may schedule it for you with reasonable notice.

In the event that accrued vacation time is not used by the end of the calendar year, employees will be paid out for those accrued and unused days and they will not carryover to the next year.

All hours paid out will be paid at your then current regular straight-time rate, less normal payroll taxes, and will be recorded as vacation hours taken.

### Scheduling Vacation

Scheduling of vacations will be made based on the Company's operational needs. The Company has the right to cancel any vacation in the case of a Company emergency.

Employees shall not take more than two (2) consecutive weeks of vacation without prior approval by the Company.

The Company has the sole right to determine the number of employees who will be on vacation during any one (1) week. Vacations will be scheduled during the period of January through December each year.

### Vacation Use

Any use of vacation requires at least twenty (20) days prior approval by Management unless it is an emergency which can be documented.

You should give as much notice as possible of your intention to take holiday, in any case the minimum acceptable notice period is 20 days, and you should not make a holiday booking (or other bookings incurring any expense) until your holiday request has been approved.

When allowed by law, any accrued and unused vacation or sick time must be used before time off will be granted without pay.

### Vacation Pay at Time of Termination

If you resign or are terminated by the Company for any reason during your employment, you will receive pro-rated accrued vacation benefits.

### California Paid Sick Leave/Healthy Workplace, Healthy Families Act

#### Use

You will be entitled to use available paid sick leave beginning on your first day of employment.

You may use paid sick leave for the following purposes:

- Diagnosis, care, or treatment of an existing health condition of, or preventive care for, you or your family member.
- If you are a victim of domestic violence, sexual assault, or stalking,

"Family member" includes:

- A child, which means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom you stand in loco parentis. This definition of a child is applicable regardless of age or dependency status.
- The biological, adoptive, or foster parent, stepparent, or legal guardian of you or your spouse or registered domestic partner, or a person who stood in loco parentis when you were a minor child.
- Your spouse.
- Your registered domestic partner.
- Your grandparent.
- Your grandchild.
- Your sibling.

If the need for paid sick leave is foreseeable, you must provide reasonable advance notice to your Supervisor. If the need for paid sick leave is unforeseeable, you must provide notice to your Supervisor as soon as practicable. Appointments should be scheduled either at the beginning or the end of your workday whenever possible. If you become sick during the day, you must inform your Supervisor before you leave the facility.

Paid sick leave is available only for days on which you would have been scheduled to work, but were unable to work because of one of the purposes described above.

#### Pay

You will receive your regular hourly wage when using accrued paid sick leave. If in the 90 days of employment before taking accrued paid sick leave you had different hourly pay rates, you were paid a commission or piece rate, or you were a nonexempt salaried employee, then the rate of pay will be calculated by dividing your total wages, not including overtime premium pay, by your total hours worked in the full pay periods of the prior 90 days of employment. Paid sick leave will be integrated with California State Disability Insurance (SDI) benefits and/or workers' compensation insurance benefits in such a way that the total sick leave benefits paid by the Company, and those you receive from SDI or workers' compensation insurance, will not exceed 100 percent of your regular weekly wage based on your regular straight-time hourly rate of pay.

## Emergency Paid Sick Leave Policy

The federal Families First Coronavirus Response Act (FFCRA) provides emergency Paid Sick Leave (ePSL) for covered reasons associated with the COVID-19 pandemic.

### Eligibility

All full- and part-time employees unable to work (or telework) due to one of the following reasons for ePSL:

1. The employee is subject to a federal, state or local quarantine or isolation order related to COVID-19.
2. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
3. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
4. The employee is caring for an individual who is subject to either number 1 or 2 above.
5. The employee is caring for his or her child if the school or place of care of the child has been closed, or the childcare provider of such child is unavailable, due to COVID-19 precautions.
6. The employee is experiencing any other substantially similar condition specified by the secretary of health and human services in consultation with the secretary of the treasury and the secretary of labor.

A "son or daughter" is the employee's own child, which includes a biological, adopted, or foster child, a stepchild, a legal ward, or a child for whom the employee stands in loco parentis—someone with day-to-day responsibilities to care for or financially support a child.

A "son or daughter" is also an adult son or daughter (i.e., one who is 18 years of age or older), who (1) has a mental or physical disability, and (2) is incapable of self-care because of that disability.

### Amount of Paid Sick Leave

All eligible full-time employees will have up to 80 hours of paid sick leave available to use for the qualifying reasons above. Eligible part-time employees are entitled to the number of hours they typically work in a workweek.

### Rate of Pay

ePSL will be paid at the employee's regular rate of pay, or minimum wage, whichever is greater, for leave taken for reasons 1-3 above. Employees taking leave for reasons 4-6 will be compensated at two-thirds their regular rate of pay, or minimum wage, whichever is greater. Pay will not exceed:

- \$511 per day and \$5,110 in total for leave taken for reasons 1-3 above;
- \$200 per day and \$2,000 in total for leave taken for reasons 4-6 above.

### Interaction with Other Paid Leave

The employee may use ePSL under this policy before using any other accrued paid time off for the qualifying reasons stated above. Contact HR or your supervisor for how this leave interacts with other leaves.

### Procedure for Requesting ePSL

Employees must notify their manager or the HR of the need and specific reason for leave under this policy. A form will

be provided to all employees on the company intranet and/or in a manner accessible to all detailing documentation needed in support of the request for leave. Verbal notification will be accepted if not practicable to provide written notice.

Employees requesting leave to care for an individual subject to a quarantine or isolation order should provide the name of the government entity that issued the order.

Employees requesting leave to self-quarantine based on the advice of a health care provider or to care for an individual who is self-quarantining based on such advice, should provide the name of the health care provider who gave said advice.

Employees requesting leave to care for their child whose school or place of care is closed, or child care provider is unavailable, should provide:

- The name of the child being cared for;
- The name of the school, place of care, or child care provider that has closed or become unavailable; and
- A statement from the employee that no other suitable person is available to care for the child.

Once ePSL has begun, the employee and his or her supervisor and/or manager must determine reasonable procedures for the employee to report periodically on the employee's status and intent to continue to receive paid sick time.

### Carryover

Paid emergency sick leave under this policy will not be provided beyond December 31, 2020. Any unused paid sick leave will not carry over to the next year or be paid out to employees.

### Return to Work

No adverse action will be taken against any employee who appropriately utilizes ePSL under this policy. However, you are not protected from employment actions, such as layoffs, that would have affected you regardless of whether you took leave.

Please contact the HR department with any questions.

### Lump Sum Method

Yearly Grant of Paid Sick Leave on January 1<sup>st</sup>, or date of hire, and subsequent on January 1<sup>st</sup> of each year. All employees will be granted 40 hours of paid sick leave each subsequent year.

### Carryover

Unused paid sick leave is not carried over from one year to the next.

Under no circumstances will unused paid sick leave be converted to cash or payment of any kind.

Unused sick leave is not paid out upon termination.

### Holidays

The Company observes the following holidays:

HOLIDAY	OBSERVED
New Year's Day	Monday, January 1st
President's Day	Monday, February 18th
Good Friday	Friday, April 19th
Memorial Day	Monday, May 27th
Independence Day	Thursday, July 4th
Labor Day	Monday, September 2nd
Columbus Day	Monday, October 14th
Thanksgiving	Thursday, November 28th
Day After Thanksgiving	Friday, November 29th
Christmas Day	Wed, December 25th
<i>*Dec. 24th &amp; Dec. 26th to be determined</i>	

Eligible employees will receive pay for these observed holidays.

Eligible employees will be paid for our observed holidays if all of the following conditions are fulfilled:

1. You are a full-time employee who has been on the payroll of the Company for a period of three (3) continuous months.
2. You are regularly scheduled to work on the observed holiday.
3. You have worked the full assigned scheduled workday immediately preceding and following the holiday, unless on authorized vacation, paid sick day or excused absence.

When the facility is closed for the holiday, full-time employees will be paid for such recognized holiday on the basis of eight (8) hours pay, at the eligible employee's regular straight-time hourly rate of pay.

When the facility is closed for the holiday, eligible part-time employees will be paid for such holidays on a prorated basis as set forth in the "Prorating of Benefits" Section of this handbook.

If Flashbay remains open on a company designated holiday, we will first ask for qualified employees to volunteer to work these shifts. If we are unable to fill all of the positions with volunteers, Flashbay will schedule the number of employees required. Employees will be scheduled based on their last name (alphabetically A through Z), starting first with those employees whose last name begins with the letter A. In either event, employees who work on a designated company holiday are paid regular time for hours worked and receive the number of hours worked added to their vacation accrual to be taken at another time, of the employee's choosing, later in the year.

If a recognized holiday falls on a Saturday, and is generally observed in this area on the preceding Friday, or if it falls

on a Sunday and is observed on the following Monday, this practice will be followed by the Company.

If you are a full-time employee and your vacation falls within a week in which a holiday recognized by the Company occurs, at the option of the Company, you will not be charged for vacation on the holiday.

If you are a part-time employee and your vacation falls within a week in which a holiday recognized by the Company occurs, at the option of the Company, you will not be charged for vacation on the hours you would have worked during that holiday.

If you are a part-time employee, in order for you to be eligible for holiday pay (which is paid out at four hours per holiday), you must have been scheduled to work the day the holiday is observed by the Company.

If you are a newly hired employee that has not been on payroll for a period of three (3) continuous months you are required to work the limited staffing holiday. You will receive regular straight-time hourly rate of pay for the hours worked. However, you are not eligible for receiving the number of hours worked to be added to your vacation time.

If you are on an authorized leave of absence for whatever reason, you will not receive holiday pay for holidays recognized by the Company that occur during the leave.

## Healthcare Benefits

FLASHBAY benefit programs are the shared responsibility of both FLASHBAY and you. FLASHBAY is generally responsible for paying the larger share of the cost, administering the plans, and periodically evaluating them to ensure that they are competitive in the market place and responsive to your needs.

Full-time employees enjoy a benefits package, which includes a comprehensive medical, dental, and vision plan. More detailed information regarding many of these benefits is contained in plan booklets, group insurance policies, and FLASHBAY official plan documents.

These summaries provide a general overview of FLASHBAY's benefits. The terms, conditions, and limitations of the official plan documents supersede these brief summaries. Employees are encouraged to review the official plan documents for further information. Copies can be obtained by request from the Human Resources Representative.

## Medical/Dental/Vision Insurance

All full-time employees (minimum forty hours per week) are eligible to participate in the group health, dental and vision plans sponsored by FLASHBAY. New employees become eligible for coverage on the 1st day of the following month after completing 60 days of employment.

Flashbay will pay for 50% of the monthly Kaiser Medical Insurance premium for all Dependent Children of employees who have worked at our company for 2 years or longer. The remaining 50% of the monthly Medical Insurance premium for Dependent Children must be paid



by the employee. Employees will be responsible for all of their medical costs (and their dependents) once they terminate employment with Flashbay. The continued provision of this benefit is at the discretion of the company and it may be subject to future review.

For a full description of the benefits and limitations of the plans, you should refer to the medical and dental plan summaries and brochures which were given to you upon passing your probationary period.

### **COBRA/Cal-COBRA (Benefits Continuation)**

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives you and your beneficiaries the opportunity to continue health insurance coverage under our health plan when a “qualifying event” would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment or death of an employee; a reduction in your hours or a leave of absence; your divorce or legal separation; you become entitled to Medicare; or a dependent child no longer meets eligibility requirements.

Under COBRA/Cal-COBRA, you or your beneficiary pays the full cost of coverage at our group rate plus an administration fee. You will receive a written notice describing rights granted under COBRA/Cal-COBRA when you become eligible for coverage under our health insurance plan. The notice contains important information about your rights and obligations.

You are entitled to a certificate that will show evidence of your prior health coverage. Please contact your Supervisor or the health plan administrator for further information concerning the certificate.

Additional continuation coverage is available under California law for employees and qualified beneficiaries, which supplements COBRA continuation coverage. Written notice will be provided to you, if eligible, regarding important information about your rights and obligations.

### **Bereavement/Funeral Leave**

If a death occurs in your immediate family (parent, spouse, registered domestic partner, sibling, child, grandparent, grandchild, other family members residing in your household and in-laws), an emergency leave with pay may be granted up to a maximum of 3 days. For funeral attendance other than for your immediate family, emergency leave will be given at the discretion of your Supervisor.

### **State Disability Insurance**

You are covered under the State Disability Insurance Plan (SDI), which provides low-cost protection for loss of earnings due to non-work-related illness or accident. It is funded by employee contributions, which state law requires to be withheld from your wages. The amount withheld is computed as a percentage of your gross wages, up to a maximum specified by the state.

### **Unemployment Insurance**

Unemployment insurance is provided at no cost to you through Company contributions. You are not eligible for unemployment insurance if you voluntarily quit without good cause or are terminated for misconduct connected with work.

### **Social Security**

You are covered under the provisions of the federal social security law (F.I.C.A.). We match the amount of deduction from your wages for social security taxes. For more details contact your local Social Security Office.

### **Paid Family Leave Benefits**

When you stop working or reduce your work hours to care for a family member who is seriously ill or to bond with a new child, you may be eligible to receive Paid Family Leave (PFL) benefits. The PFL program is administered by the California Employment Development Department (EDD). For information about PFL (eligibility, claim filing, etc.), contact the EDD service center at 1-877-BE-THERE. You are responsible for filing your claim for family leave insurance benefits and other forms promptly and accurately with the Employment Development Department. All eligibility and benefit determinations are made by the Employment Development Department.

The Paid Family Leave Act does not provide a right to leave, job protection or return to work rights. Further, this policy does not provide additional time off; rather, family leave insurance may provide compensation during an approved leave pursuant to any organization provided leave.

## **SECTION 4 LEAVE OF ABSENCE/TIME OFF**

### **General Information**

Leaves of absence are unpaid with the exception of Organ and Bone Marrow Donor leave. We may require you to use accrued paid time off to cover some or all of the leave in accordance with state and federal law. The use of paid time-off will not extend the length of the leave to which you are otherwise entitled. You may be eligible for state disability insurance during your leave, visit [www.edd.ca.gov](http://www.edd.ca.gov) for more information.

It is understood that you will not obtain other employment or apply for unemployment insurance while you are on a leave. Acceptance of other employment while on leave or failure to return on the day agreed without prior approval may be treated as a voluntary resignation.

### **Notice and Certification Requirements**

It is important to request any leave in writing as far in advance as possible, to keep in touch with your Supervisor

during your leave and to give prompt notice if there is any change in your return date. In addition, you may be required to provide us with a certification from a health care provider both prior to the leave and before reinstatement. The certification should include:

- The date on which you become disabled or the date of the medical advisability for a transfer;
- The probable duration of the period(s) of the disability or the period(s) for the advisability of a transfer; and,
- A statement that, due to disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons or a statement that a transfer is medically advisable.

### **Accrual of Benefits**

You will not accrue any benefits (such as vacation, sick leave, holidays, etc.) during an approved leave.

### **Contributions Related to a Group Health Plan While on a Leave**

We will maintain your group health insurance coverage while on a PDL, New Parent Leave Act or Organ Donation leave if such insurance was provided before the leave was taken and on the same terms as if you had continued to work. In some instances, we may recover premiums we paid to maintain your health coverage if you fail to return to work following the leave.

We will not compensate, nor make any contributions to the Group Health Plan for you while on a personal medical or worker's compensation leave. You have the option to continue your present health insurance coverage under COBRA/Cal-COBRA guidelines. You will be responsible for the premium plus an administrative fee. It is your responsibility to make timely payments or you may be terminated from the plan.

### **Seniority during Leave**

Leave for New Parent Leave, PDL or Organ or Bone Marrow Donation will not be considered a break in your service for the purpose of salary adjustments, sick and vacation pay accrual, annual leave or seniority.

For all other leaves, you will not accrue seniority during your leave but you will not forfeit previously accrued seniority.

### **Job Reinstatement**

Upon submission of a medical certification that you are able to return to work, you will be reinstated in accordance with applicable law. However, when you return from a leave you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, if while on leave you would have been laid off had you not gone on leave, or if your position has been eliminated or filled in order to avoid undermining our ability to operate safely and efficiently during the leave, and there are no

equivalent or comparable positions available, then you would not be entitled to reinstatement.

### **Jury Duty/Court Service**

If you receive a notice to report for jury duty please notify your Supervisor immediately. If you are a non-exempt employee and are called to serve on jury duty or to make a court appearance, this time will be (with/without) pay. Exempt employees will be paid in accordance with state and federal law.

You must show proof of jury service and the amount of jury pay to which you are entitled. On any day of jury service in which you are excused entirely or in sufficient time to permit you to return to work for a minimum of one-half your regular scheduled shift, you are required to report for work.

You will receive the difference between your regular straight time hourly rate of pay, and the amount of jury pay for up to 7 working days.

### **Military Service**

Leave without pay is provided to you when you enter military service of the armed forces of the United States or are in the armed forces reserves. You are afforded reemployment rights and retain full seniority benefits for all prior service upon reemployment in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 as well as any applicable state law.

### **Voting Time Off**

You may claim time off without loss of pay to vote at statewide elections if you do not have sufficient time outside of working hours to vote. See your Supervisor at least two working days prior to Election Day if time off for voting is required. No more than two hours of the time taken off for voting will be without loss of pay. The time off for voting will be only at the beginning or end of your regular work shift, whichever allows the most free time for voting and the least time off from your regular work shift.

### **School Suspension Leave**

If you are the parent or guardian of a child facing suspension from school and are summoned to the school to discuss the matter, you should notify your Supervisor as soon as possible before leaving work. No discriminatory action will be taken against you for taking time off for this purpose. We may require you to provide documentation of your need to attend a meeting at the school.

### **Family School and Child Care Partnership Leave**

*NOTE: This policy applies only if company has 25 or more employees working at the same location*

We encourage you to participate in the school or child care activities of your child(ren). If you are the parent or guardian of children in kindergarten through grade 12 or who are with a licensed a child care provider, you may take up to 40

hours per calendar year for the purpose of protected school or childcare -related activities and enrollment. You may also use this time to address a child care provider or school emergency, including

### **On-the-Job Illness/Injury Related Leave of Absence**

If you sustain work-related injuries or illness you must inform your Supervisor immediately. No matter how minor the on-the-job injury may appear, it is important that it be reported immediately. Reporting procedures are critical to qualify for payment of workers' compensation benefits.

We will grant a workers' compensation disability leave if you have an occupational illness or injury in accordance with state law. We will try to reasonably accommodate you with modified work, where such work would be appropriate and is available.

Neither the Worker's Compensation insurer nor the Company will be responsible for payment of workers' compensation benefits for any injury that arises out of your voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the your work-related duties. Workers' compensation fraud is cause for immediate termination.

### **Medical Leaves of Absence**

You may be granted a leave of absence due to a personal illness, injury or other disabling condition. We reserve the right to approve or deny any request for such leave. Our operational needs, your reason for leave, your job performance, requested length of leave and length of employment will be considered in determining whether your request will be granted.

### **Personal Leave of Absence**

We will consider reasonable requests in writing for leave of absence for personal reasons. You must give a minimum of 30 days' notice except in the case of an emergency.

We may reasonably accommodate an employee who wishes to participate in an alcohol or drug rehabilitation program. There will be a guarantee of a job upon the employee's timely return from the approved leave. If you are unable to perform your duties, or cannot perform the duties in a manner which would not endanger your health or safety or the health or safety of others, because of your current use of alcohol or drugs, you may be subject to discipline, without regard to your eligibility for a leave of absence.

### **Victims of Domestic Abuse, Sexual Assault or Stalking**

We will not discriminate against you if you are a victim of domestic violence, sexual assault or stalking for: taking time off from work to obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety or welfare of you or your child; taking time off

to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding

Time off will also be granted, if you are a victim of domestic violence, sexual assault or stalking and need to take time off from work to seek medical attention for injuries caused by the domestic violence or sexual assault, to obtain services from a domestic violence program, to obtain psychological counseling related to the domestic violence or sexual assault, or to participate in actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation.

Please provide us with reasonable advance notice before you take time off. If, however, you are unable to provide advance notice, please provide proof explaining the reason for your absence within a reasonable time. Proof can be a police report, court order or doctor's or counselor's note or similar document

You may use available vacation, personal leave, or accrued paid sick leave for your absence. Even if you don't have paid leave available, you still have the right to unpaid time off.

You can ask for a reasonable accommodation to make sure you are safe at work. To facilitate your request, you will need to provide a signed statement certifying that your request is for a proper purpose. We will also need proof of your status as a victim of domestic violence. (Any of the proof described above is acceptable.)

### **Time Off for Crime Victims**

We will not discriminate against you if you take time off to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding. You may take time off from work, without fear of discrimination, harassment, or retaliation if you, an immediate family member (spouse, registered domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather) are a victim of a violent or serious felony, or of felony theft or embezzlement.

If you are a crime victim and suffered direct or threatened harm, you may also be granted leave to be heard at any proceeding where your rights are at issue. Please contact human resources for more information regarding leave for proceedings involving crime victims' rights.

### **New Parent Leave**

*NOTE: This policy applies only if company has 20 or more employees working at the same location*

We will grant leave to new parents in accordance with state law in effect at the time the leave is granted. To be eligible for New Parent Leave Act benefits, you must: (1) have worked for us for a total of at least 12 months; (2) have worked at least 1,250 hours over the previous 12 months; and (3) work at a location where at least 20 employees are employed within 75 miles.

If eligible, you may receive up to a total of 12 weeks of unpaid leave during a 12-month period. Leave may be used

for the purpose bonding with a new child within one year of the child's birth, adoption, or foster care placement.

If you are pregnant, you may have the right to take a pregnancy disability leave in addition to a new parent leave.

### **Pregnancy Disability Leave**

If you are disabled due to pregnancy, childbirth, or related medical condition, you may take up to a maximum of four (4) months leave (or 88 workdays for a full-time (40 hours per week) employee per pregnancy). "Four months" means the number of days you would normally work within four calendar months (one-third of a year equaling 17-1/3 weeks), if the leave is taken continuously, following the date the pregnancy disability leave commences. If your schedule varies from month-to-month, a monthly average of the hours worked over the four months prior to the beginning of the leave shall be used for calculating your normal work month. A pregnancy disability leave does not need to be taken in one continuous period of time, but can be taken on an as needed basis.

Leave may include, but is not limited to, additional or more frequent breaks, time for prenatal or postnatal medical appointments, doctor-ordered bed rest, severe morning sickness, gestational diabetes, pregnancy-induced hypertension, preeclampsia, recovery from childbirth or loss or end of pregnancy, and/or post-partum depression. Leave may be taken consecutively or intermittently. The amount of leave needed is determined by your health care provider's recommendation.

At your option, you can use any accrued paid time off as part of your pregnancy disability leave before taking the remainder of your leave on an unpaid basis. The substitution of any paid leave will not extend the duration of your pregnancy disability leave.

Employees who are granted leaves for pregnancy will be returned to their same or similar position to the extent required by state law. Upon the advice of your health care provider, you may also be entitled to reasonable accommodation, to the extent required by law, for conditions related to pregnancy, childbirth or related medical conditions. You should promptly notify the Company of the need for a reasonable accommodation. In addition, a transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties may be available pursuant to your request, if such a transfer is medically advisable.

You must give the organization at least 30 days' advance notice if your need for pregnancy-related disability leave, reasonable accommodation, or transfer is foreseeable. Otherwise please give the Company notice as soon as is practicable if the need is an emergency or unforeseeable.

Prior to the start of the leave, the Company will require a written medical certification indicating that you are disabled because of pregnancy or that it is medically advisable for you to be reasonably accommodated for pregnancy. The certification should include an anticipated date when you will be able to return to your job or job duties. In the event your leave exceeds the anticipated date of return, it is your

responsibility to provide further certification from your health care provider that you are unable to perform your job or job duties and the revised anticipated date of return.

Medical insurance and coverage will be continued on the same basis, including your requirement to make any premium contributions, as when you are actively employed.

### **Bone Marrow and Organ Donation Leave of Absence**

You will be eligible for up to 30 business days paid leave in any one-year period for organ donation and up to five business days paid leave for bone marrow donation. A 12-month period begins on the date of your first use bone marrow and organ donation leave. To qualify, you may be required to provide us with written verification of your status as an organ or bone marrow donor and the medical necessity for the donation.

Leave for organ or bone marrow donation will not be considered a break in your service for the purpose of salary adjustments, sick and vacation pay accrual, annual leave or seniority. We may require you to use up to five days of accrued vacation or PTO for bone marrow donation leave and up to two weeks of such time for organ donation leave. Accrued paid sick leave time may be used at the employee's request.

### **Civil Air Patrol Leave**

Volunteer members of the California Wing of the Civil Air Patrol may take up to 10 days of unpaid leave per year when called to respond to an emergency operational mission. To qualify for this leave you must be an employee for at least 90 days immediately preceding the commencement of the leave and you will be required to give us as much notice as possible of the intended leave dates.

## **SECTION 5 INTEGRITY**

### **Open Door Policy**

We are committed to open and honest communication in the workplace. We are interested in listening to your concerns, problems, and suggestions.

If you have a concern, you often will find the easiest and most effective way to find a solution is to have an honest discussion with your Supervisor. We prefer that you follow the usual reporting channels to find a solution, starting with your immediate Supervisor, Human Resource representative or management, but we understand that there are circumstances when you may not be comfortable with the usual reporting channel. If the nature of the matter is such that you would prefer not to discuss it with a particular person, you should discuss it with the next level of management, or any other supervisor, without fear of reprisal. The objective is to maintain open and honest communication to help find a fair solution to your problems or concerns.

Employees should immediately report any incidents of discrimination, harassment retaliation, workplace safety violations, workers compensation abuse, potential workplace violence situations or any workplace ethic violations.

## Conduct

We place a high value on teamwork and ethical conduct. As a business, we follow the laws and regulations that govern us and as an employee, we expect you to do the same. You must conduct yourself in a manner that will not embarrass or discredit our good reputation. You are expected to give loyal and efficient service and your conduct on and off the job is a direct reflection of us. Because you represent us, the community's impression of you will often be their impression of our entire organization. In your relations with others, whether they are co-workers, vendors or customers, you are asked to be courteous, tactful and fair.

Regardless of your classification, status or length of service, you are expected to meet and maintain our standards for job performance and behavior. Although there is no way to identify every possible violation of standards of conduct, the following is a partial list of infractions:

- Conduct which may endanger the wellbeing of any employee or other person on Company premises.
- Falsifying any employment document, filing a false claim of worker's compensation or harassment.
- Gambling, carrying weapons or explosives, or violating criminal laws.
- Fighting, throwing objects, horseplay, practical jokes, or other.
- Engaging in acts of dishonesty, fraud, theft, or sabotage.
- Posting harassing, threatening, slanderous or malicious posts on social media websites.
- Threatening, intimidating, coercing, using abusive or vulgar language, or interfering with the performance of other employees.
- Insubordination, refusal to comply with instructions, or failure to perform duties which are assigned.
- Damaging, misusing, losing, or destroying Company property due to unauthorized use or careless and willful acts.
- Performance which does not meet the requirements of the position, including excessive absences or tardiness.
- Other circumstances that we determine warrant corrective action.

**Violations of any Company policy may lead to discipline, up to and including termination.**

## Attendance

We understand that there may be times when you cannot come in to work due to illness or an emergency. If you must be late or absent from work for a good reason, a previous arrangement with your Supervisor is required. If this is not possible, you must call your Supervisor **prior** to the start of your workday. Always state the reason for your late arrival or absence and your expected date of return or when you expect to return to work.

If you fail to call in or show up for 5 consecutive days or on 5th separate instances, you will be considered to have voluntarily quit at the close of business on the 5th day, unless the reason for your absence is accepted by your Supervisor.

Absences protected by law will not count as a violation of this attendance policy.

## Drug Free Workplace Policy

Use of alcohol, marijuana, or any controlled substance on the job adversely affects your work performance, efficiency, safety and health and the wellbeing of others. Our workforce and workplace must be free of illegal (under state and federal law) substances (The term "illegal" includes marijuana; drugs not legally obtainable under federal or state law, prescribed drugs not legally obtained and prescribed drugs not being used for the prescribed purposes.) This requirement is based upon the fact that any measurable amount of an illegal drug may render the employee physically or mentally impaired. While we recognize your right to your own lifestyle, we will not accept the risk that on-the-job or off-the-job drug abuse by you may cause or contribute to accidents or other job performance problems.

Furthermore, the use or being under the influence of any legally obtained alcohol or drugs, including marijuana, by you while performing Company business or while in our facility is prohibited. If you feel or have been informed that the use of a legal drug may present a safety risk, you are to report such drug use to your Supervisor.

This policy is in addition to and separate from policy governing DOT-regulated drivers.

In order to provide you with some guidance concerning unacceptable behavior, we strictly prohibit the following:

- Possession, use, or working under the influence of alcohol, marijuana, and/or an illegal substance.
- Distribution, sale, dispensing, manufacture or purchase of illegal controlled substances or controlled substances used in an illegal way at the worksite.
- Driving a Company vehicle at any time or your personal vehicle on Company business while under the influence of alcohol, marijuana, or an illegal substance.

- The use of, or working under the influence of, any controlled substance, including prescription or over-the-counter drugs, if such use or influence may affect the safety of co-workers, members of the public, your job performance or the safe or efficient operation of our facility.

*NOTE: The following section applies only if the Company has 25 or more employees.*

We will reasonably accommodate an employee who wishes to participate in an alcohol or drug rehabilitation program. There will be a guarantee of a job upon the employee's timely return from the approved leave. If you are unable to perform your duties, or cannot perform the duties in a manner which would not endanger your health or safety or the health or safety of others, because of your current use of alcohol or drugs, you may be subject to discipline, without regard to your eligibility for a leave of absence.

### Reasonable Suspicion Testing

You will be tested for the presence of drugs and/or alcohol if reasonable suspicion exists to indicate that your ability to perform your work or to work safely may be impaired. Also, if there is reasonable suspicion of your possession, distribution, dispensing, manufacture of illegal drugs, or usage of alcohol or illegal drugs at the workplace, reasonable suspicion testing will be required.

If you fail the drug test and/or have alcohol present at the levels set forth by us or if you refuse or otherwise fail to comply with the required suspicion-based testing process you will be subject to immediate suspension followed by termination of employment.

Any drug test specimen that is diluted or with no temperature readings will be considered a failed drug test. A failed drug test will result in immediate suspension followed by termination of employment.

### Medical Marijuana

The possession of a Proposition 215 medical marijuana card will not insulate you from negative consequences for violating the provisions of this section.

### Recreational Marijuana

Marijuana is still an illegal drug under federal law. The passage of Prop 64 on November 8, 2016 does not affect any aspect of this policy.

### Off-the-Job Conduct

Based on the judgment of management regarding the circumstances of the case, you may be referred for treatment/rehabilitation rather than subjecting you to disciplinary action for violation of this policy.

### Rehire Following Termination for Substance Abuse

If your employment is terminated for violation of the policy, you may be considered for rehire after one year following termination and upon providing competent written medical opinion attesting to your full recovery from drug/alcohol abuse.

### Workplace Violence

We do not tolerate threats or acts of violence in the workplace and we are working to ensure that workplace security is an integral part of our Injury and Illness Prevention Program. This includes such things as physical violence and fighting, but also includes vulgar or abusive language, threatening, intimidating or coercive behavior aimed directly or indirectly at any employee or person doing business with us.

One thing that can be done is for all employees to treat each other in a considerate and respectful manner. You should feel free to report, without fear of retaliation, any condition that you believe poses a safety, health or security risk in the workplace. We will investigate such reports promptly and thoroughly and take appropriate corrective action to support this policy. We will consider any comments or jokes regarding threats of violence as serious, and deal with them as outlined above.

### Workplace Weapons Policy

In order to ensure a safe environment for employees and customers, we prohibit the wearing, transporting, storage, or presence of firearms or other dangerous weapons in our facilities or on our property. Any employee in possession of a firearm or other weapon while on your facilities/property or while otherwise fulfilling job responsibilities may face disciplinary action including termination. Possession of a valid concealed weapons permit authorized by the State of California is **not** an exception under this policy.

Firearms or other dangerous weapons mean:

- Any device from which a projectile may be fired by an explosive
- Any simulated firearm operated by gas or compressed air
- Sling shot
- Sand club
- Metal knuckles
- Any spring blade knife
- Any knife which operates or is ejected open by an outward, downward thrust or movement
- Any instrument that can be used as a club and poses a reasonable risk of injury

This policy does not apply to:

- Any law enforcement personnel engaged in official duties
- Any security personnel engaged in official duties
- Any person engaged in military activities sponsored by the federal or state government, while engaged in official duties

Staff or security personnel will request any client or visitor found in possession of a firearm or other dangerous weapon to remove it from the facility. The client or visitor

may also be removed from the property, and local law enforcement authorities will be notified promptly.

## **Confidential Information**

Our product designs, production processes, corporate policies, personnel records, procedures and manuals, customer lists and business records are assets. It is important that this information is kept **confidential** for Company use **only**.

It is understood and agreed between us that confidential Company or customer information is not to be disclosed to people outside of our Company, or to other employees who do not have a legitimate need to know without prior approval from your Supervisor.

## **Customer Relations**

Every contact with a customer (client/guest/resident/patient) shall result in a satisfied customer. They should always be treated with the highest standards of professionalism and courtesy, even if the individual does not reciprocate. Remember it is the customer who make us successful and will help us to continue to grow.

## **Conflicts of Interest**

You have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. Business dealings with outside firms should not result in unusual gain from those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks and other windfalls designed to ultimately benefit you. Promotional plans that could be interpreted to involve unusual gain require specific executive-level approval.

An actual or potential conflict of interest occurs when you are in a position to influence a decision that may result in a personal gain for you or for a relative as a result of our business dealing. No presumption of guilt is created by the mere existence of a relationship with outside firms. However, if you have any influence on transactions involving purchases, contracts or leases, it is imperative that you disclose the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

## **No-Solicitation Rule**

Solicitation of any type by you during working time is prohibited. Distribution of literature of any type or description by you at work is prohibited.

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

Solicitation or distribution of literature by non-employees on our property is prohibited at all times. Any such incidents should be reported to Management immediately.

## **Gifts and Tipping**

Every customer is entitled to efficient and courteous service. Since such service is given impartially to all, tips or gratuities are not expected. Therefore, you are not allowed to accept tips or gifts of any kind from customers, vendors or visitors.

## **Use of Electronic Communication Devices and the Internet**

We provide access to electronic communication devices, equipment, and technology, including, but not limited to, telephones, electronic mail, voice mail, computers and the Internet. We may utilize surveillance equipment in the interior and exterior areas of our office buildings.

## **Ownership of Systems and Data**

All messages, materials, information and software created, transmitted, downloaded, received or stored on our computers or other electronic or telephone systems are our property. We reserve the right to monitor, retrieve and read any data composed, sent or received, utilizing our systems. You should be aware that, even when a message is erased or a website page is closed, it is still possible to recreate the message or locate the site. Messages on these systems are considered a business communication, and are not private employee communication. Furthermore, all communications, including text and images, may be disclosed to law enforcement or other third parties without the prior consent of the sender or the receiver.

We reserve the right to monitor all Company computer and electronic equipment, including voice mail, electronic mail and Internet accounts. You should not consider Internet usage or voice and electronic communications on Company property to be private. All passwords must be made known to the appropriate representative so that we may access your system at any time, including when you are absent.

## **Authorized Access**

You should only access messages, files or programs, whether computerized or not, that you have permission to enter. Unauthorized review, duplication, dissemination, removal, damage or alteration of files, passwords, computer systems or programs, voice mail messages, or other Company property or improper use of information obtained by unauthorized means, will not be tolerated. Such information includes, but is not limited to, confidential information such as customer data, trade secrets, personnel information or other material covered by our confidential information and conflict of interest policy.

## **Acceptable Use**

When you access the Internet, voice mail or electronic mail systems you are representing us. You are responsible for

ensuring that you use these systems in an effective, ethical and lawful manner.

Harassment, nondiscrimination and solicitation policies all extend to such use. Sending, saving or viewing offensive material on the Internet is prohibited. Similarly, voice mail, text, electronic mail, or other digital messages may not contain content that is offensive or disruptive to any employee. Offensive material includes, but is not limited to, sexual comments, jokes or images, racial slurs, gender-specific comments or any comments, jokes or images that would offend someone on the basis of his or her age, disability, gender, race, religion, national origin, physical attributes, sexual orientation or any other characteristic or activity protected by applicable law. Any use of the Internet, company provided equipment or other electronic systems to harass or discriminate is strictly prohibited.

### **Employee Responsibility**

You are responsible for the content of all text, audio or images that you place or send. All messages communicated on the Internet or company provided equipment should have your username attached. Messages may not be transmitted using someone else's name or under an assumed name. If you wish to express personal opinions on the Internet, you are encouraged to obtain your own user name on other Internet systems.

### **Software**

Any software, applications, or other material downloaded into computers may be used only in ways that are consistent with the licenses and copyrights of the vendors, authors, or owners of the material. Prior written authorization from us is required before introducing any software into the computer system. To prevent computer viruses from being transmitted through the system, you are not authorized to download any software into your computer or any driver - this includes any entertainment software or games. If you are interested in obtaining software from the Internet, you should receive appropriate authorization from your Supervisor.

### **Email Retention Policy**

Email or instant message records should be treated like other business records when it comes to record retention schedules. Emails should not be stored for longer than necessary so that they do not unnecessarily utilize computer storage space. Consult our record retention guidelines or consult your Supervisor.

### **Social Media**

Surfing the web, checking personal social media sites, shopping online, or playing games for non-business related purposes on Company computers without prior approval is prohibited during work time.

Company communications and computer technology are designed and intended for work. Do not use any work related social media tools (blogs, LinkedIn account, Facebook, etc.) unless you have received training and approval to use these tools. Do not use social networking

accounts to harass, threaten, libel, defame, or discriminate against co-workers, managers, customers, or anyone else. Posting of pictures or video that take place at a Company location or venue in uniform, or in any other way connected to the work environment should be approved by your Supervisor prior to posting.

At all times any electronic communications and social networking activities for work-related purposes must maintain and reflect our standards for professionalism. You must comply with all policies which cover confidential information and trade secrets. If you review or make a statement about a product that we are a producer or marketer for, or you receive compensation or free merchandise for reviewing a product, the relationship must be disclosed.

### **Personal Property/Inspections**

To keep your valuable belongings safe, it is best to leave them at home and not bring them to work. Personal items, coats, purses, lunches, etc. may be stored in your desk or in a designated storage area. While you are on Company property, these items or any other personal property may need to be inspected because of safety, health, security or other concerns. If any of your personal items are missing due to theft or carelessness, we are not responsible.

### **Unauthorized Removal, Use or Possession of Company Property**

Company property includes, but is not limited to Company vehicles, equipment, tools, office equipment, documents and files. Company property may only be used on authorized jobs and may not be used by employees for personal purposes. At no time may an employee or friend/relative of an employee remove or keep in their personal possession any property without approval from Janet Abke. We reserve the right to notify the appropriate authorities with the names of the individuals involved in the unauthorized possession of Company property.

### **Mobile Phones**

The use of personal phones is prohibited during working hours unless you are on a designated rest or meal period.

Except in the case of an emergency, you are prohibited from texting and are required to use a hands-free device when using a phone while operating a motor vehicle. Whenever feasible, you should safely pull off the road to use a phone.

Employees are prohibited from using the camera feature on their cell phone or wireless handheld device for non-business purposes.

Non-exempt employees must have prior approval before using their mobile phone for business purposes after regularly scheduled work hours. If you do utilize your cell phone or wireless handheld device for business after regularly scheduled work hours, you must report that work time to your Supervisor immediately.

### **Personal Business at Work**



Be sure to take care of your personal affairs when you are not at work. This includes receiving personal mail, cashing personal checks and using the telephone for personal reasons. You are permitted to use Company phones to place or receive brief personal calls while you are on the job as long as this practice does not become excessive.

### Dating in the Workplace/Consensual Relationships

We realize that romantic relationships may occur in the workplace. To ensure a relationship does not violate our harassment policy, employees who enter into such relationships must notify their Supervisor of the relationship and review the policy prohibiting harassment in the workplace. It is the responsibility of each party to ensure that they conduct themselves in a completely professional manner, will not engage in offensive work behavior, and that the romantic relationship will not adversely affect an employee's individual work performance.

### Employment of Relatives

You may not be placed into a position where you are the immediate supervisor, or have a direct or indirect line of authority over another family member. If you become related during employment, action may be taken so that there is no reporting relationship. Relatives include an employee's parent, child, spouse, registered domestic partner, sibling, in-laws and step relationships.

### Outside Employment

We have no objection to you holding another job as long as you effectively meet the performance standards for your job with us. We ask that you think seriously about the effects extra work may have on the limits of your endurance, your overall personal health and your effectiveness. We will hold all employees to the same standards of performance and scheduling demands and cannot make exceptions for employees who also hold outside jobs. You may not solicit any customer to perform any work, service, installation or repair of the type performed by our Company.

## SECTION 6 ON THE JOB

### Promotions

It is our policy, where possible, to promote qualified personnel from within. Open positions will be posted and may be open to the public as well. If you are promoted to a new position, you will be given up to thirty calendar days to demonstrate your ability and qualifications to satisfactorily perform the full duties required of the new position. If you do not perform satisfactorily within such time, you may be returned to the position you formerly held at the appropriate wage for the position you formerly held.

### Transfers/Shift Exchanges

You may request a transfer to another department and all requests will be processed on the basis of ability, qualification, length of service and our needs. If you wish

to exchange shifts with a co-worker, you must obtain your Supervisor's approval in advance.

### Personal Information

It is your responsibility to immediately advise your Supervisor of any change in your personal information, such as your telephone number, address or name. It is important, and to your benefit, that this information be accurate and timely.

### Personnel Files

Upon written request, you may inspect your own personnel file and may take notes on any material contained therein. If you wish to inspect your file, please let your Supervisor know so an appointment may be scheduled. If you wish copies made of any document, a reasonable fee will be charged. Materials maintained in your personnel file will not be disclosed to anyone except upon prior written authorization from you, in compliance with a lawfully served subpoena or at the request of law enforcement agencies.

### Leaving our Company

If you find it necessary to resign, you are requested, but not required, to give advance notice of at least two weeks in writing indicating the last day of work and the reason for your resignation. This date will be considered the effective date of your resignation. If you resign or are terminated for any reason during your employment, you will receive accrued and unused PTO/vacation benefits.

The final paycheck for employees who resign with at least 72 hours' advance notice will be provided on their last day of work. Employees who do not give such notice will receive their paycheck within 72 hours of their resignation date.

Your final paycheck will be available for you to pick up at the office during normal business hours. If you request, and you have direct deposit, your final paycheck may be paid by direct deposit to your account on your final day. If you wish to have your final paycheck mailed to you, you must authorize the mailing as well as the address to which you want your final paycheck mailed, in writing.

An exit interview may be scheduled which will allow you to share your thoughts and experiences while working with us. Letters of reference generally will not be given to employees. Exceptions to this policy may occur only upon the written approval of the President.

### On-the-Job Illness/Injury/First Aid

If you receive an injury while on the job or in the course of employment, **IMMEDIATELY** report to your Supervisor the following information; time of accident, location where the accident occurred, circumstances of the accident, description of the injury and any witness(es) to the accident.

Injuries that you may feel are minor at the time of the accident may develop further complications. Report all accidents to your Supervisor **IMMEDIATELY** for your protection.

You may elect, either at the time you are hired or later in your employment, to be treated by your own pre-designated personal physician in the event of an injury on the job. You must notify the Office Manager in writing prior to the date of an injury that this is your wish. "Personal physician" is defined as your regular primary care physician or surgeon who has directed medical treatment on previous occasions and who retains your medical records, and agrees to be pre-designated.

### **Non-Retaliation**

Employees have a right and are therefore encouraged to report any workplace injury or illness. Employees who report workplace illnesses or injuries are expressly protected from retaliation and no adverse action will be taken against employees for doing so. If employees believe that adverse or retaliatory action has been taken, they should immediately report such actions to (HR, Board of Directors, etc.) (choose one) or any company official not involved in the complaint.

### **Personal Vehicle Use**

You will receive a reasonable mileage reimbursement whenever you are required to use your own vehicle to perform Company business. We will not pay for any fines or tickets you receive while driving on Company business. You should not have any passengers in the vehicle with you, unless you have approval.

In order to drive a vehicle for the Company, you must have proof of insurance, a valid driver's license, be insurable by our insurance carrier and maintain a safe driving record.

## **SECTION 7 GENERAL INFORMATION**

### **Bulletin Board**

We use a bulletin board to keep you up to date on policies, notices and events. You are responsible for keeping up to date by reading the bulletin board. Bulletin boards are not intended for the personal use of employees, and only authorized notices may be posted.

### **Safety**

To assist in providing a safe and healthy work environment for employees, customers and visitors, we have established an Injury and Illness Prevention Program. This program is a top priority and we have the responsibility of implementing, administering, monitoring and evaluating the safety program. Its success depends on the alertness and personal commitment of all.

We provide information to employees about workplace safety, health and security issues through regular internal communication channels such as employee meetings, bulletin board postings, memos or other written communications.

You are expected to obey safety rules and to exercise caution in all work activities. Please immediately report any unsafe conditions to your Supervisor.

If you work outside of our normal business hours you must:

- Obtain prior permission from the General Manager.
- Lock doors that are unlocked when passing through to work area.
- Require identification and purpose from anyone requesting building access before unlocking door.

If you notice a suspicious person on the premises or observe any unusual, peculiar activities, you must immediately notify your Supervisor or the Operations Manager. There are designated areas which are restricted to authorized employees.

### **Packages**

It is not permissible to carry any packages into the facility unless there is an emergency, and the Supervisor has approved this action. All packages, handbags or containers brought into or taken out of the facility are subject to inspection.

### **First Aid**

A first aid kit is available for use in the event of minor injuries. It is located in the Kitchenettes near the microwave. Should an injury occur, use common sense and do not hesitate to use **911** in the case of an emergency. You should be familiar with the safety and first aid procedures listed in your operational manual.

### **Visitors**

Visits of a personal nature by former employees, members of your family or friends, are not permitted without prior arrangements being made with your Supervisor.

### **Housekeeping**

You are responsible for maintaining your individual work area in a clean, neat and functional manner. The eating of snacks or foods and drinking of liquids at workstations using computer terminals should be limited. Extra caution should be used in those areas in regards to preventing staples, paper clips and foreign materials from entering the keyboards. Lunch or break rooms are the responsibility of all employees and must be maintained in a presentable manner. Guests may use those facilities and they should not be subjected to dirty dishes, food particles or spilled liquids.

### **Parking**

Please park in your designated area and avoid spaces reserved for clients, customers, guests, residents/patients, disabled persons or visitors.

## Smoking/Tobacco Use

Smoking, including the use of vaporizers or “vape” pens, is prohibited in all areas of the buildings. Smoking is only permitted in designated smoking areas **outside** of the building. Additional breaks for the purpose of smoking or the use of tobacco products will not be provided to any employee.

## Policy Changes

It is inevitable that new policies and benefits will need to be written from time to time and that old policies (including benefits) will need to be revised. While we reserve the right

to make these changes without notice, we will strive to timely advise you of any changes affecting your employment.

We have attempted to be as comprehensive as possible in preparing this Handbook. However, this Handbook is not a contract of employment. It merely establishes guidelines to govern our daily activities. Should you need further information, or if you would like to discuss any policies in the Handbook, please feel free to speak to your Supervisor or the Human Resource department.

**Again, welcome to FLASHBAY!**

## ACKNOWLEDGMENT OF RECEIPT OF HANDBOOK

If I am a nonexempt employee, I understand that I will be authorized and permitted to take an unpaid, duty-free meal period of no less than 30 minutes whenever I exceed five hours in a work day. The meal period should begin prior to completing my fifth hour of work unless I am scheduled to work six (6) hours or less, and we agree in writing that the meal period may be waived. I understand I am authorized and permitted a second unpaid, duty-free meal period of thirty minutes whenever I work for a period of more than 10 hours in any workday.

If I am a nonexempt employee, I also understand that I am authorized and permitted to take one, ten-minute paid rest break for every four hours worked or major fraction thereof. I further understand that the rest period should be taken as close to the middle of each work period as possible.

I understand that I can report any workplace concerns, problems, and suggestions with my immediate Supervisor, Human Resource representative or management. If the nature of the matter is such that I would prefer not to discuss it with a particular person, I may discuss it with any level of management without fear of reprisal.

I also acknowledge that this *Employee Handbook* supersedes and replaces any other employee handbook or similar document that may have been previously distributed. I further acknowledge that my employment is at-will and is not for a specified period of time and can be terminated at any time for any or no reason, with or without cause or notice.

By my signature below, I acknowledge that I have received a copy of this *Employee Handbook*. I also acknowledge that I have read and understand the contents of the *Employee Handbook*, and I (check one) do  do not  want to discuss the handbook or any particular policies, benefits or procedures described in it with my Supervisor or another Company official.

Print Name

\_\_\_\_\_

Employee's Signature

\_\_\_\_\_

Date

\_\_\_\_\_

# ACKNOWLEDGMENT OF RECEIPT OF DISCRIMINATION AND HARASSMENT PREVENTION POLICY

## Discrimination and Harassment Free Workplace

We are an Equal Employment Opportunity employer. In order to provide equal opportunities to all individuals, employment decisions will be based on merit, qualifications, skills and performance.

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting, such as during business trips, business meetings and business-related social events.

We have a strict policy against discrimination, harassment and retaliation of any type and our goal is to provide a work environment free from discrimination, harassment, and retaliation as well as other disrespectful or other unprofessional conduct based on any protected class: race, color, religion (including religious dress and grooming practices), national origin, age (40 and over), medical condition, physical or mental disability, marital status, sex (including sexual harassment, sex stereotypes and pregnancy, childbirth and related medical conditions), sexual orientation, ancestry, genetic information/ characteristics, gender, gender identity, gender expression, transgender, military or veteran status, or any other characteristic or activity protected by law .

We also prohibit discrimination, harassment, retaliation, disrespectful or unprofessional conduct based on the perception that anyone has any of the above characteristics or is associated with a person who has or is perceived to have any of those characteristics.

## Harassment Prohibited

Our policy prohibiting harassment applies to all persons involved in operations of the company. It covers harassment of any employee, unpaid intern, volunteer, applicant, contractor, vendor, or any person who has a business, service, or a professional relationship with us. .

**Harassment prohibited by this policy is not limited to sexual harassment, but includes harassment against any of the categories described above.**

Prohibited harassment, disrespectful or unprofessional conduct includes many forms of offensive behavior.

Harassment can be:

- Verbal (derogatory jokes or comments, epithets, slurs, unwanted invitations, comments, messages, social media posts, any communication through any type of electronic media that is harassing or discriminatory)
- Visual (displays of derogatory or sexually oriented written or graphic material, posters, photography, digital material, gestures)
- Physical (assault, unwanted touching, intentionally blocking someone's movement)
- Threatening, intimidating or hostile acts
- Negative stereotyping

Here are some types of behaviors that may be violations of this policy:

- Making sexually suggestive comments, jokes, advances or offering employment benefits in exchange for sexual favors.
- Teasing, bullying, making fun of or making derogatory remarks about someone's age, race, sexual orientation, disability or gender.
- Posting, passing around or displaying sexually suggestive or obscene printed materials or objects.
- Gender-based harassment including harassment by someone of the same sex as the victim.

Additionally, abusive conduct, defined as any conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests will not be tolerated.

## Discrimination Prohibited

We do not discriminate in employment opportunities or practices on the basis of any protected class. We are committed to compliance with all applicable laws providing equal employment opportunities. Unlawful discrimination against job applicants, employees, or unpaid interns by any of our employees is strictly prohibited.

This policy governs all aspects of employment, including hiring, promotion, job assignment, compensation, discipline, access to benefits, training, termination or other aspects of employment.

**Non-Retaliation**

It is also prohibited for supervisors, managers and co-workers, as well as third parties such as vendors or customers, to retaliate against an employee because the employee has complained about discrimination, harassment, retaliation, abusive conduct, or participated in an investigation, proceeding or hearing based on such a complaint. Retaliation is a serious violation of this policy.

**Complaint Procedure**

All employees are responsible for creating and maintaining a positive work environment. If you believe you have been a victim of discrimination, harassment, retaliation, or if you have witnessed discrimination, harassment, or retaliation that violates our policy, it is important that you take steps to address it immediately so that complaints can be promptly and fairly resolved.

If you are comfortable doing so, talk to the person whose behavior is bothering you and ask the person to stop. Regardless, it is imperative that you

- Report any discrimination, harassment, or retaliation directly to your Supervisor or any member of management or human resources as soon as possible after the incident. Please provide as many details of the incident as possible.

Supervisors are required to report any incidents/complaints of discrimination, harassment, or retaliation of which they observe or become aware immediately to Human Resources.

A prompt, fair, thorough and objective investigation of the complaint will be conducted by an impartial and qualified person. Documentation will be maintained to ensure reasonable progress. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Reasonable conclusions based on the evidence collected will be reached and the complaint will be closed in a timely manner.

Upon completion of the investigation, and where warranted, appropriate corrective action will be taken to eliminate the discrimination, harassment, harassment, sexual harassment, or retaliation. Corrective action may include, but is not limited to, training, counseling, reassignment and/or discipline, up to and including termination. Appropriate action will also be taken to deter future conduct.

To the extent possible, the investigation of a complaint and any subsequent action taken in response to the complaint will proceed in an atmosphere of confidentiality. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action. Employees who have raised complaints should immediately make a further complaint should the conduct reoccur.

You may also bring your complaint to the federal or state agency that investigate or prosecute complaints. A complaint of discrimination, harassment or retaliation may be filed within one year of the harassment, discrimination or retaliation with the California Department of Fair Employment and Housing (“DFEH”). The DFEH initially serves as a neutral fact-finder and attempts to help the parties voluntarily resolve the complaint. The DFEH can be contacted at (800) 884-1684; or for the hard of hearing, (TTY) (800) 700-2320; or visit the department’s website at [www.dfeh.ca.gov](http://www.dfeh.ca.gov). A complaint of discrimination, harassment, or retaliation, also may be filed within 300 days of the harassment, with the Equal Employment Opportunity Commission (EEOC), reached by calling (800) 669-4000 or for the hard of hearing, (800) 669-6820. EEOC field office information is available at [www.eeoc.gov](http://www.eeoc.gov).

**By my signature below, I acknowledge that I have received a copy of this *Discrimination and Harassment Prevention Policy*. I also acknowledge that I have read and understand the contents of the *Discrimination and Harassment Prevention Policy*, and I (check one) do \_\_\_ do not \_\_\_ want to discuss this policy with my Supervisor or another Company official.**

Print Name

\_\_\_\_\_

Employee’s Signature

\_\_\_\_\_

Date

\_\_\_\_\_

**ACKNOWLEDGMENT OF RECEIPT OF HANDBOOK**  
**(Copy for Personnel File)**

If I am a nonexempt employee, I understand that I will be authorized and permitted to take an unpaid, duty-free meal period of no less than 30 minutes whenever I exceed five hours in a work day. The meal period should begin prior to completing my fifth hour of work unless I am scheduled to work six (6) hours or less, and we agree in writing that the meal period may be waived. I understand I am authorized and permitted a second unpaid, duty-free meal period of thirty minutes whenever I work for a period of more than 10 hours in any workday.

If I am a nonexempt employee, I also understand that I am authorized and permitted to take one, ten-minute paid rest break for every four hours worked or major fraction thereof. I further understand that the rest period should be taken as close to the middle of each work period as possible.

I understand that my employer is committed to fulfilling its obligations under the Americans with Disabilities Act and any applicable state or other laws prohibiting discrimination against qualified individuals with disabilities. As part of this commitment, I understand that my employer wishes to make reasonable accommodations for individuals with known physical or mental disabilities, consistent with its legal obligations to do so. My employer also invites all individuals with disabilities to participate in a good faith, interactive process and identify reasonable accommodations that can be made without imposing an undue hardship.

I understand my employer's desire to participate in an interactive process and make reasonable accommodations in order to comply with any applicable legal requirements. I agree to provide any information necessary to achieve this goal if I wish to receive accommodations now or in the future as a result of a physical or mental disability.

I also acknowledge that this *Employee Handbook* supersedes and replaces any other employee handbook or similar document that may have been previously distributed. I further acknowledge that my employment is at-will and is not for a specified period of time and can be terminated at any time for any or no reason, with or without cause or notice.

By my signature below, I acknowledge that I have received a copy of this *Employee Handbook*. I also acknowledge that I have read and understand the contents of the *Employee Handbook*, and I (check one) do  do not  want to discuss the handbook or any particular policies, benefits or procedures described in it with my Supervisor or another Company official.

Print Name \_\_\_\_\_

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

# ACKNOWLEDGMENT OF RECEIPT OF DISCRIMINATION AND HARASSMENT PREVENTION POLICY: *(Copy for Personnel File)*

## Discrimination and Harassment Free Workplace

We have a strict policy against discrimination and harassment of any type and our goal is to provide a work environment free from harassment. Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting, such as during business trips, business meetings and business-related social events. This policy covers harassment of any employee, unpaid intern, volunteer, applicant, contractor, or any person who has a business, service or a professional relationship with us. Employees should immediately report any incidents of harassment, discrimination, Workers Compensation abuse, potential workplace violence situations or any workplace ethic violations by contacting your Supervisor or any member of the management team. This includes harassment based on race, color, religion, national origin, age, medical condition, disability, marital status, sex (including sexual harassment), sexual orientation, ancestry, genetic information, gender, gender identity, gender expression, military and/or veteran status, or any other characteristic or activity protected by law. Although the following section addresses the sexual harassment issues of the policy, its reporting, investigation and disciplinary provisions also apply to all other forms of harassment as well as discrimination.

### Definition

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment, even if there are no tangible or economic job consequences.

The term "sexual harassment" includes many forms of offensive behavior. Here are some types of behaviors that may be violations of this policy:

- Making sexually suggestive comments, jokes, advances or offering employment benefits in exchange for sexual favors.
- Teasing, bullying, making fun of or making derogatory remarks about someone's age, race, sexual orientation, disability or gender.
- Posting, passing around or displaying sexually suggestive or obscene printed materials or objects.
- Gender-based harassment including harassment by someone of the same sex as the victim.

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, visual or physical conduct that denigrates or shows hostility or aversion toward an individual because of a characteristic or activity discussed in the first paragraph above that: (1) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail).

Sexual harassment is considered to be sex discrimination in violation of federal and state law.

Additionally, abusive conduct, defined as any conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests will not be tolerated.



**Non-Retaliation**

It also is prohibited for supervisors, managers and co-workers, as well as third parties such as vendors or customers, to retaliate against an employee because the employee has complained about harassment, discrimination, retaliation, abusive conduct, or participated in an investigation, proceeding or hearing based on such a complaint and is a serious violation of this policy.

**Complaint Procedure**

All employees are responsible for creating and maintaining a positive work environment. If you believe you have been a victim of harassment, sexual harassment, discrimination, retaliation, or if you have witnessed harassment, sexual harassment or discrimination that violates our policy, it is important that you take steps to address it immediately.

- First, if you are comfortable doing so, talk to the person whose behavior is bothering you and ask the person to stop.
- Next, if you are not comfortable speaking with that person, or if you asked them to stop and they have not, contact your Supervisor or any member of management or human resources.

A prompt, thorough and objective investigation of the complaint will be conducted by a qualified person. Documentation will be maintained to ensure reasonable progress. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Upon completion of the investigation, and where warranted, appropriate corrective action will be taken to eliminate the sexual harassment, harassment, retaliation, or discrimination. Corrective action may include, but is not limited to, training, counseling, reassignment and/or discipline. To the extent possible, the investigation of a complaint and any subsequent action taken in response to the complaint will proceed in an atmosphere of confidentiality. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action. Employees who have had a complaint should immediately make a further complaint should the harassment reoccur.

A complaint of sexual harassment may be filed within one year of the harassment with the California Department of Fair Employment and Housing (“DFEH”). The DFEH initially serves as a neutral fact-finder and attempts to help the parties voluntarily resolve the complaint. The DFEH can be contacted at (800) 884-1684; or for the hard of hearing, (TTY) (800) 700-2320; or visit the department’s website at [www.dfeh.ca.gov](http://www.dfeh.ca.gov). A complaint of sexual harassment also may be filed within 300 days of the harassment, with the Equal Employment Opportunity Commission (EEOC), reached by calling (800) 669-4000 or for the hard of hearing, (800) 669-6820. EEOC field office information is available at [www.eeoc.gov](http://www.eeoc.gov).

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Print Name

\_\_\_\_\_

Employee’s Signature

\_\_\_\_\_

Date

\_\_\_\_\_