

NEW GENERATION FRAMING, INC.

EMPLOYEE HANDBOOK

ISSUED: October 23, 2020

WELCOME

For those of you who are starting employment with New Generation Framing, Inc., (“us”, “we” or the “Company”), let us extend a warm and sincere welcome. We hope you will enjoy working here. For those of you who have been with us over the years, “thank you” for your hard work.

We prepared this Handbook, including any applicable local supplement, to assist you in finding answers to many of the most frequently asked questions regarding personnel policies, compensation, and benefits. Of course, feel free to ask your office any questions regarding your employment.

The contents of this Handbook are guidelines only, and supersede any prior Handbook. The Company has the right, with or without notice, in an individual case or generally, to change and/or modify its interpretation of any of its guidelines, policies, practices, working conditions, or benefits at any time, unless otherwise restricted by applicable law. Nothing in this Handbook should be construed as a promise of specific treatment in any specific situation upon which any employee should rely. Additionally, many matters covered by this Handbook are also described in separate official documents, and such official documents are always controlling over any statement made in this Handbook or by any supervisor or manager.

NEITHER THIS HANDBOOK NOR ANY OTHER COMPANY GUIDELINES, POLICIES, OR PRACTICES CREATES AN EMPLOYMENT CONTRACT, BARGAIN, OR AGREEMENT OR CONFERS ANY CONTRACTUAL RIGHTS WHATSOEVER. EMPLOYMENT WITH THE COMPANY IS AT-WILL, AND EITHER THE EMPLOYEE OR THE COMPANY MAY TERMINATE EMPLOYMENT AT ANY TIME, WITH OR WITHOUT CAUSE OR REASON. NO REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO PROVIDE ANY EMPLOYEE, INDIVIDUALLY OR ON A COLLECTIVE BASIS, WITH AN EMPLOYMENT CONTRACT OR SPECIAL ARRANGEMENT CONCERNING THE TERMS OR CONDITIONS OF EMPLOYMENT UNLESS THE CONTRACT OR AGREEMENT IS IN WRITING AND SIGNED BY ESTELA TORRES AND/OR JUAN TORRES.

This notice applies to all employees regardless of date of hire.

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I. DIVERSITY & INCLUSION

A. EQUAL EMPLOYMENT OPPORTUNITY

We respect diversity and accordingly are an equal opportunity employer that does not discriminate on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and related medical conditions), gender identity or gender expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, protected medical condition as defined by applicable state or local law, genetic information, or any other characteristic protected by applicable federal, state, or local laws and ordinances. Our management team is dedicated to ensuring the fulfillment of this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, access to facilities and programs, and general treatment during employment.

We will endeavor to make a reasonable accommodation to applicants and employees who have requested an accommodation or for who the Company has notice may require such an accommodation, without regard to any protected classifications, related to an individual's: (i) physical or mental disability; (ii) sincerely held religious beliefs and practices; (iii) needs as a victim of domestic violence, sex offenses or stalking; (iv) needs related to pregnancy, childbirth or related medical conditions; and/or (v) any other reason required by applicable law, unless the accommodation would impose an undue hardship on the operation of our business. Any individual who would like to request an accommodation should contact Alexander Lepe.

Employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of Estela Torres. Reports of discrimination should be made in accordance with the Reporting Procedures set forth in the Discrimination, Harassment & Retaliation Prevention policy. We will not allow any form of retaliation against employees who raise issues of equal employment opportunities in the workplace.

B. DISCRIMINATION, HARASSMENT & RETALIATION PREVENTION

The Company does not tolerate and prohibits discrimination or harassment of or against our job applicants, contractors, interns, volunteers, or employees by another employee, supervisor, vendor, customer, or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and related medical conditions), gender identity or gender expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, protected medical condition as defined by applicable state or local law, genetic information, or any other characteristic protected by applicable federal, state, or local laws and ordinances (referred to as "protected characteristics"). The Company also prohibits retaliation as defined below.

The Company is committed to a workplace free of discrimination, harassment and retaliation. These behaviors are unacceptable in the workplace and in any work-related settings such as business trips and Company sponsored social functions, regardless of whether the conduct is engaged in by a supervisor, co-worker, client, customer, vendor or other third party. In addition to being a violation of this policy, discrimination, harassment or retaliation based on any protected

characteristic as defined by applicable federal, state, or local laws and ordinances also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws and ordinances are unlawful.

Discrimination Defined. Discrimination under this policy generally means treating differently or denying or granting a benefit to an individual because of the individual's actual or perceived protected characteristic.

Harassment Defined. Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state, or local laws and ordinances. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

Sexual Harassment Defined. Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- Submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- Submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- The conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Examples of conduct that violates this policy include:

- unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement
- requests for sexual favors or demands for sexual favors in exchange for favorable treatment
- obscene or vulgar gestures, posters, or comments
- sexual jokes or comments about a person's body, sexual prowess, or sexual deficiencies
- propositions, or suggestive or insulting comments of a sexual nature
- derogatory cartoons, posters, and drawings
- sexually-explicit e-mails or voicemails
- uninvited touching of a sexual nature

- unwelcome sexually-related comments
- conversation about one's own or someone else's sex life
- conduct or comments consistently targeted at only one gender, even if the content is not sexual
- teasing or other conduct directed toward a person because of the person's gender

Retaliation Defined. Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to: any action that would discourage or keep an individual from reporting discrimination, harassment or retaliation; shunning and avoiding an individual who reports discrimination, harassment or retaliation; express or implied threats or intimidation intended to prevent an individual from reporting discrimination, harassment or retaliation; and denying employment benefits because an applicant or employee reported discrimination, harassment or retaliation or participated in the reporting and investigation process described below.

Reporting Procedures. The following steps have been put into place to ensure the work environment at the Company is respectful, professional, and free of discrimination, harassment and retaliation. If an employee believes someone has violated this policy or our Equal Employment Opportunity Policy, the employee should promptly bring the matter to the immediate attention of the foreman or safety coordinator. If either of these individuals is the person toward whom the complaint is directed you should contact any higher level manager in your reporting chain. If the employee makes a complaint under this policy and has not received an initial response within five (5) business days, the employee should contact Estela Torres/Office Manager immediately.

Every supervisor who learns of any employee's concern about conduct in violation of this policy or our Equal Employment Opportunity Policy, whether in a formal complaint or informally, or who otherwise is aware of conduct in violation of this policy must immediately report the issues raised or conduct to senior management (Safety Coordinator) or to Office Manager (Estela Torres).

Investigation Procedures. Upon receiving a complaint, the Company will promptly conduct a fair and thorough investigation into the facts and circumstances of any claim of a violation of this policy or our Equal Employment Opportunity policy to ensure due process for all parties. To the extent possible, the Company will endeavor to keep the reporting employee's concerns confidential. However, complete confidentiality may not be possible in all circumstances. Employees are required to cooperate in all investigations conducted pursuant to this policy.

During the investigation, the Company generally will interview the complainant and the accused, conduct further interviews as necessary and review any relevant documents or other information. Upon completion of the investigation, the Company will determine whether this policy or our Equal Employment Opportunity policy has been violated based upon its reasonable evaluation of the information gathered during the investigation. The Company will inform the complainant and the accused of the results of the investigation.

The Company will take corrective measures against any person who it finds to have engaged in conduct in violation of this policy, if the Company determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension, or immediate termination. Anyone, regardless of position or title, whom the Company determines has engaged in conduct that violates this policy or our Equal Employment Opportunity policy will be subject to discipline, up to and including termination. This includes individuals engaging in discrimination, harassment or retaliation, as well as supervisors who fail to report violations of this policy, or knowingly allow prohibited conduct to continue. Individuals who engage in conduct that rises to the level of a violation of law can be held personally liable for such conduct.

* * * *

Remember, we cannot remedy claimed discrimination, harassment or retaliation unless you bring these claims to the attention of management. Please report any conduct which you believe violates this policy or our Equal Employment Opportunity policy.

II. WORKING AT THE COMPANY

A. EMPLOYMENT CLASSIFICATIONS

All employees fall within one of the following classifications:

- **Full-time.** Employees who regularly work at least 30 hours per week.
- **Part-Time.** Employees who regularly work less than 40 hours per week or on an irregular basis as needed.
- **Temporary.** Employees who are either hired for a specific purpose or time period, which generally does not exceed 3 months. A temporary employee may work a full-time or part-time schedule.

In addition to the above classifications, all employees are categorized as either “**exempt**” or “**non-exempt**.” Pursuant to federal and state wage & hour laws, exempt employees do not receive overtime pay. Employees classified as exempt generally receive a salary which is intended to cover all hours worked including any hours worked in excess of 40 in a workweek or overtime as otherwise mandated by applicable state law.

Employees are informed of their initial employment classification and status as exempt or non-exempt upon commencing employment. If an employee changes position during the employee’s employment as a result of a promotion, transfer or otherwise, management will inform the employee of any change in the employee’s job classification.

B. PERSONNEL FILES

Personal information such as an employee’s address and telephone number is contained in a confidential personnel file maintained for each employee. Employees will be provided with access to and copies of personnel files to the extent required and in accordance with applicable state law.

Employees should keep their personnel file up to date by informing us of any changes to their personal information. Employees should also inform their Supervisor of any specialized training or skills acquired in the future. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an “out of date” emergency contact or an inability to reach an employee in a crisis may be extremely problematic.

C. LEAVING THE COMPANY

When an employee leaves the Company, we ask that your Foreman be notified at least two (2) weeks prior to the employee’s departure. We appreciate employees’ thoughtfulness in this matter. All Company property and equipment must be returned at the time of separation or as otherwise requested by management.

III. WORK HOURS & COMPENSATION

A. WORK SCHEDULES

Our normal workweek consists of 40 hours in a 5 day workweek. Actual schedules may vary depending upon department, position and location. Supervisors will inform employees of their scheduled hours.

B. BERKELEY FAMILY FRIENDLY WORKPLACE POLICY

Berkeley employees who have been employed for at least three (3) months and who regularly work at least eight (8) hours per week may request, in writing, either a Flexible Working Arrangement or a Predictable Working Arrangement.

“Flexible Working Arrangement” means a change in the employee’s terms and conditions of employment that provides flexibility. A Flexible Working Arrangement may include but is not limited to a modified work schedule, changes in start and/or end times for work, part-time employment, job sharing arrangements, working from home, telecommuting, reduction or change in work duties, or part-year employment. “Predictable Working Arrangement” means a change in the employee’s terms and conditions of employment that provides consistent or reliable pattern of work assignment. A Predictable Working Arrangement may include but is not limited to days scheduled to work, start time and end time, and work site location with at least seven (7) calendar days’ notice prior to the start of the scheduled shift.

Employees who wish to request a Flexible Working Arrangement or a Predictable Working Arrangement should contact Safety Coordinator to obtain the necessary form to submit the request in writing. The written request must state: the arrangement applied for; the effective date requested by the employee; and the duration of the arrangement. Within twenty-one (21) days of an employee’s request, the Company will meet with the employee regarding the request. Within twenty-one (21) days of that meeting, the Company will issue a written response to the request either granting or denying the request. If the Company denies the request, the written response to the employee will include a bona fide business reason for denial and will advise the employee of the right to request reconsideration.

An employee can make up to two requests within any 12-month period. If an employee experiences a “major life event,” the employee may make an additional request. For purposes of this policy, “major life events” include the birth of a child, placement of a child with the employee through adoption or foster care, or an increase in the employee’s care-giving duties for a person with a serious health condition who is in a family relationship with the employee.

The Company may later revoke or modify a Flexible or Predictable Working Arrangement for business reasons. In this event, the Company will give the employee reasonable notice related to the change of their work schedule and will provide in writing to the employee, a business reason for the revocation or modification of the Flexible or Predictable Working Arrangement within 21 days of modifying or canceling the Flexible or Predictable Working Arrangement.

The Company will not discharge, threaten to discharge, demote, suspend, or otherwise take adverse

employment action against any person on the basis of caregiver status, in retaliation for requesting flexible or predictable working arrangements, or for cooperating with the City in enforcement of any such request or related denial.

C. SAN FRANCISCO FAMILY FRIENDLY WORKPLACE POLICY

San Francisco employees who have been employed for at least six (6) months and who regularly work at least eight (8) hours per week may request, in writing, either a Flexible Working Arrangement or a Predictable Working Arrangement to assist with caregiving responsibilities for either a child or children under the age of 18; a person or persons with a serious health condition in a family relationship with the employee; or a parent of the employee, age 65 or older.

“Flexible Working Arrangement” means a change in the employee’s terms and conditions of employment that provides flexibility to assist the employee with caregiving responsibilities. A Flexible Working Arrangement may include but is not limited to a modified work schedule, changes in start and/or end times for work, part-time employment, job sharing arrangements, working from home, telecommuting, reduction or change in work duties, or part-year employment. “Predictable Working Arrangement” means a change in the employee’s terms and conditions of employment that provides scheduling predictability to assist that employee with caregiving responsibilities.

Employees who wish to request a Flexible Working Arrangement or a Predictable Working Arrangement should contact Safety Coordinator to obtain the necessary form to submit the request in writing. Within twenty-one (21) days of an employee’s request, the Company will meet with the employee regarding the request. Within twenty-one (21) days of that meeting, the Company will issue a written response to the request either granting or denying the request. If the Company denies the request, the written response to the employee will include a bona fide business reason for denial and will advise the employee of the right to request reconsideration.

The Company will not discharge, threaten to discharge, demote, suspend, or otherwise take adverse employment action against any person on the basis of caregiver status, in retaliation for requesting flexible or predictable working arrangements, or for cooperating with the City in enforcement of any such request or related denial.

D. BREAKS & MEAL PERIODS

Rest Breaks. Non-exempt employees who work at least three and one half (3½) hours per workday are authorized and permitted to take one (1) 10-minute rest break for every four hours or major fraction thereof worked. For purposes of this policy, “major fraction” means any time greater than two (2) hours. For example, if a non-exempt employee works more than six (6) hours, but no more than ten (10) hours in a workday, the employee is authorized and permitted to take two (2) 10-minute rest breaks: one during the first half of the shift and a second rest break during the second half of the shift. If a non-exempt employee works more than ten (10) hours but no more than fourteen (14) hours in a day, the employee is authorized and permitted to take three (3) 10-minute rest breaks, and so on.

Rest breaks should be taken as close to the middle of each work period of four hours or major

fraction thereof as is practical. Non-exempt employees do not need to obtain approval from or notify their supervisor when taking a rest break. Non-exempt employees are encouraged to take their rest breaks; they are not expected to and should not work during their rest breaks. Non-exempt employees are paid for all rest break periods and do not need to clock out when taking a rest break.

Rest breaks may not be combined with each other or with the meal period. In addition, rest breaks may not be taken at the beginning or end of the work day to arrive late or leave early. Each rest break must be a separate break, meeting the requirements described above. If any work is performed during a rest break, or if the rest break is interrupted for any work-related reason, the employee is entitled to another uninterrupted paid rest break.

The Company also provides cool down rest and recovery periods as needed to prevent heat illness for employees that perform work outdoors as required under applicable state law.

Meal Periods. Employees who work more than five (5) hours in a workday are provided an unpaid, off-duty and uninterrupted meal period of at least thirty (30) minutes. Employees are responsible for scheduling their own meal period, but should confirm them with their supervisor(s). Meal periods must begin no later than before the end of the fifth hour of work. For example, employees who start working at 8 a.m. must begin their meal period no later than 12:59 p.m.

Employees who work more than ten (10) hours in a day are entitled to a second unpaid, off-duty and uninterrupted 30-minute meal period. Employees entitled to a second meal period should schedule their second meal period so it begins no later than before the end of their tenth hour of work, meaning the meal period should begin after working no more than 9 hours, 59 minutes.

When scheduling meal periods, employees should try to anticipate their work flow and deadlines. During a meal period, employees are relieved of all duties and should not work during this time. When taking a meal period, employees should completely stop working for at least thirty (30) minutes. Employees are prohibited from working “off the clock” during their meal period.

Those employees who use a time clock must clock out for their meal periods. Employees are required to clock back in and promptly return to work at the end of any meal period. Employees who record their time manually must accurately record their meal periods by recording the beginning and end of each work period. Unless otherwise directed by their supervisor in writing, employees are not required to get approval from or notify their supervisor when taking a meal period. Employees are to immediately notify Safety Coordinator and/or their supervisor if they believe that they are prevented by the nature of their work from taking a timely and/or complete meal period.

Meal Period Waiver. If no more than six (6) hours of work will complete the day’s work, employees may voluntarily waive their meal period in writing. See Safety Coordinator to obtain this waiver form. If an employee works no more than twelve (12) hours, the employee can voluntarily waive the second meal period, but only if the first meal period was received and not waived in any manner. Any waiver of the second meal period must be in writing and submitted before the second meal period. See Safety Coordinator to obtain a second meal period waiver

form. Employees who work more than twelve (12) hours may not waive, and should take, their second unpaid, off-duty and uninterrupted 30-minute meal period.

No Working During Rest Breaks and Meal Periods. Employees are completely relieved of all work duties and responsibilities during their rest breaks and meal periods. All rest breaks and meal periods must be taken outside employees’ work areas, such as in a break room. Employees may leave the premises during rest breaks and meal periods. Employees should not visit or socialize with employees who are working while taking their rest break or meal period. Employees are not expected to remain “on call” or available to respond to messages, monitor radios, telephones, email or other devices during meal periods and rest breaks -- even those who are in a sensitive position like security or information technology. Employees are required to notify Safety Coordinator immediately if they believe they are being pressured or coerced by any manager, supervisor, or other employee to forego any portion of a provided rest break or meal period.

Summary Chart. Below is a chart that generally summarizes the number of rest breaks and meal periods provided to employees who work up to 14 hours under this policy. If an employee works more than 14 hours, the employee will be provided rest breaks and meal periods consistent with this policy and applicable law:

Hours of Work	Rest Breaks and/or Meal Periods
0 to 3 hours, 29 minutes	No paid rest break and no meal period
3 hours, 30 minutes up to 5.0 hours	One 10-minute paid rest break
More than 5.0 hours up to 6.0	One 10-minute paid rest break and one 30 minute unpaid meal period (unless first meal period is mutually waived pursuant to this policy)
More than 6.0 hours up to 10.0 hours	Two 10-minute paid rest breaks and one 30 minute unpaid meal period
More than 10.0 hours up to 12.0 hours	Three 10-minute paid rest breaks and two 30 minute unpaid meal periods (unless second meal period is mutually waived pursuant to this policy)
More than 12.0 hours up to 14.0 hours	Three 10-minute paid rest breaks and two 30 minute unpaid meal periods

E. LACTATION ACCOMMODATION

The Company supports the legal right and necessity of employees who choose to express milk in the workplace. This policy is to establish guidelines for promoting a breastfeeding-friendly work environment and supporting lactating employees at the Company for as long as they desire to express breastmilk.

The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee’s infant child each time the employee has need to express milk, in accordance with applicable local, state, and federal law. If possible, the break time must run concurrently with rest and meal periods already provided to the employee. Break

time that cannot run concurrently with rest and meal periods already provided to the employee is unpaid, to the extent permitted by applicable law.

The Company will provide breastfeeding employees with space in close proximity to the employee's work area that is shielded from view and free from intrusion from co-workers and the public, to express breastmilk. The room or location may include the place where the employee normally works if it otherwise meets the requirements of the lactation space. Restrooms are prohibited from being utilized for lactation purposes.

An employee who believes they need a lactation accommodation should submit a request for possible accommodation by _____ to Office Manager. Upon receiving an accommodation request, the Company will respond to the employee within 5 business days. The Company and the employee shall engage in an interactive process to determine the appropriate accommodations.

California law and, if applicable, the San Francisco Lactation in the Workplace Ordinance, expressly prohibits discrimination or retaliation against lactating employees for exercising their rights granted by the ordinance. This includes those who request time to express breast milk at work and/or who lodge a complaint related to the right to lactation accommodations.

Employees have the right to file a complaint with the Labor Commissioner for any violation of the rights underlying this policy.

Employees can contact Estela Torres with questions regarding this policy.

F. OVERTIME

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

Any non-exempt employee who works overtime will be compensated in accordance with state and federal overtime requirements. For all hours worked in excess of eight (8) hours in one day or forty (40) hours in one week, or for the first eight (8) hours on the seventh consecutive day in the same workweek, employees will be paid at one and one-half (1½) times their regular rate of pay. Employees will be paid double-time for hours worked in excess of twelve (12) in any workday or in excess of eight (8) on the seventh consecutive day of the workweek. There may be exceptions to these standards where allowed by law.

Overtime pay is based on actual hours worked. Vacations, holidays, sick days or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

Failure to work scheduled overtime or overtime worked without prior authorization from Foreman may result in disciplinary action, up to and including possible termination of employment.

G. RECORDING HOURS WORKED

At the Company, we maintain time records for all non-exempt employees so we will have accurate records of time worked. Foreman are required to record workers time in and begin work no more than 5 minutes before their scheduled starting time. Foreman must record their time in and out for meal periods and record their time out promptly at the end of their shift. Foreman also should record the beginning and ending time of any split shift or departure from work for personal reasons. Non-exempt employees may never work off the clock. "Off-the-clock" work is time spent by an employee performing work that is not reported to the Company as time worked.

Since employee time records are vital for payroll purposes, foreman must inform management if they fail or otherwise forget to record their time in or out before or after any working time. Failure to properly record time may result in discipline, up to and including discharge.

H. PAYROLL

For purposes of payroll, the workweek begins Sunday and ends Saturday.

Employees are paid weekly by check on Friday for all time worked during the previous week.

Paychecks are distributed to individual employees unless they request that paychecks be mailed to their home address. Employees may also authorize, in writing, that another person has permission to accept their paycheck(s).

Employee payroll stubs itemize deductions made from gross earnings. The Company is required by law to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions include any court-ordered garnishments. Payroll stubs also itemize any voluntary deductions such as an employee's portion of health, dental, or life insurance premiums and/or voluntary contributions to a 401(k) or pension plan, to the extent applicable. If applicable, payroll stubs will also differentiate between regular and overtime pay received.

Employees who believe there is an error in their pay should bring the matter to the attention of Estela Torres immediately, so that the Company can investigate and resolve the matter quickly and amicably.

I. SAFE HARBOR POLICY FOR EXEMPT EMPLOYEES

Exempt salaried employees receive a salary that is intended to compensate for all hours worked for the Company. This salary is established at the time of hire. While it may be subject to review and modification from time to time, such as during salary review times, the salary is a predetermined amount that is not subject to deductions for variations in the quantity or quality of work.

Under federal and state law, exempt salaried employees' salaries are subject to certain deductions. For example, absent contrary state law requirements, exempt salaried employees' salaries are subject to reduction for the following reasons:

- Full day absences for personal reasons;

- Full day absences for sickness or disability;
- Full day disciplinary suspensions for infractions of our written policies and procedures;
- Family and Medical Leave absences (either full or partial day absences);
- To offset amounts received as payment for jury and witness fees or military pay; or
- The first or last week of employment in the event of less than a full week worked.

Exempt salaried employees' salaries are also subject to reduction for their portion of health, dental, or life insurance premiums; state, federal, or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any workweek in which exempt salaried employees perform any work, their salary is not subject to reduction for any of the following reasons:

- Partial day absences for personal reasons, sickness, or disability;
- Absence due to the Company's decision to close a facility on a scheduled work day;
- Absences for jury duty, attendance as a witness, or military leave in any week in which any work is performed; or
- Any other deductions prohibited by state or federal law.

However, subject to state law, it is not an improper deduction to reduce exempt salaried employees' accrued vacation, personal, or other forms of paid time off banks for full or partial day absences for personal reasons, sickness, or disability.

Employees who believe they have been subject to an improper deduction should report the matter to their supervisor immediately. If the supervisor is unavailable or is an inappropriate person to contact, or if a prompt and fully acceptable reply has not been received within five (5) business days, Estela Torres/Office Manager should be contacted.

Every report of improper deductions will be fully investigated and corrective action, up to and including discharge, will be taken, as appropriate, for any employee(s) who violates this policy. In addition, the Company will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the Company's investigation of such reports. Retaliation is unacceptable, and any form of retaliation in violation of this policy may result in disciplinary action, up to and including discharge.

IV. EMPLOYEE BENEFITS

A. BENEFITS OVERVIEW

In addition to good working conditions and competitive pay, it is the Company's policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include insurance benefits and other benefits, such as vacations and holidays.

The next few pages contain a brief outline of the benefits programs the Company currently provides for employees and their families. Of course, this information is only guidance.

These descriptions of insurance benefits merely highlight certain aspects of the Company's plans and are provided as general information only. The specific provisions of the plans, including eligibility and benefits provisions, are summarized in each plan's summary plan description ("SPD"). SPDs may be revised from time to time. Additionally, the official plan documents are available for review upon request. In the determination of benefits or other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including SPDs.

Further, the Company (including the officers and administrators who are responsible for administering the plans) and/or the plan administrators retain full discretionary authority to interpret the terms of the plans as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit eligibility and entitlement.

While the Company intends to maintain these employee benefits, it reserves the absolute right to modify, amend, or terminate these benefits at any time and for any reason, to the maximum extent permitted by applicable law.

Questions regarding benefits may be directed to Estela Torres.

B. PAID HOLIDAYS

The Company currently recognizes the following holidays:

When holidays fall or are celebrated on what otherwise would be a regular workday for the employee, no employees will receive one (1) day's pay at their regular straight-time rate. Non-exempt employees who are called in to work on a holiday will receive one (1) day's pay at their regular straight-time rate, and an additional payment of straight-time for the actual time they work that day unless otherwise required by applicable law.

Paid holidays off are not counted as hours worked for purposes of calculating overtime.

C. PAID SICK LEAVE

All employees are eligible for paid sick leave pursuant to this policy.

Employees accrue paid sick leave at a rate of 1 hour for every 30 hours worked, up to a maximum accrual of 80 hours at any time, unless otherwise required by applicable law. Exempt employees are assumed to work 40 hours in each workweek unless their normal workweek is less than 40 hours, in which case paid sick leave accrues based upon that normal workweek. For purposes of this policy, the year is the consecutive 12-month period beginning January 1st and ending on December 31st.

Accrued paid sick leave may be used beginning on the 90th calendar day of employment. Paid sick leave may be used in a minimum increment of 1 hour.

Employees may use accrued paid sick leave for absences due to:

1. The employee's mental or physical illness, injury or health condition or need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care including routine medical appointments;
2. The care of the employee's family member, who needs medical diagnosis, care or treatment of a mental or physical illness, illness, injury or health condition or who needs preventive medical care including routine medical appointments;
3. Closure of the employer's place of business or the school or place of care of a child of the employee, by order of a public official due to an epidemic or other public health emergency, or because of the issuance by a public health authority of a determination that the presence in the community of the employee, or a member of the employee's family in need of care by the employee, would jeopardize the health of others;
4. The employee or a family member of the employee being the victim of domestic violence, sexual offenses, stalking, or human trafficking including, but not limited,:
 - a. To obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program for relief from a domestic violence, sexual offense, stalking, or human trafficking;
 - b. To participate in safety planning, temporarily relocate, or take other actions to increase the safety of the employee or employee's family members from future domestic violence, sexual offenses, stalking, or human trafficking;
 - c. To meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding, including but not limited to, matters related to a domestic violence, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit;
 - d. To file a complaint or domestic incident report with law enforcement;
 - e. To meet with a district attorney's office;
 - f. To enroll children in a new school; or
 - g. To take other actions necessary to maintain, improve, or restore the physical, psychological, or economic health or safety of the employee or employee's family member or to protect those who associate or work with the employee;
5. For purposes related to donating the employee's bone marrow or an organ of the employee

to another purpose, or to care for or assist a family member donating bone marrow or an organ; or

6. To aid or care for a guide dog, signal dog, or service dog (as those terms are defined under applicable state law) of an employee or an employee's family member; or
7. Any other reason required by any applicable paid sick/safe time/leave law or ordinance.

For purposes of this policy, family member means a child, spouse, domestic/civil union partner, parent, sibling, grandchild, or grandparent of the employee or the employee's spouse or domestic/civil union partner, any other individual related by blood to the employee, any other individual whose close association with the employee is the equivalent of a family relationship, and any other relation required by applicable law. The family members listed above are not limited to biological family members but also include step, foster, adoptive, half relations and those who stand in loco parentis and legal guardians. Employees without a spouse or registered domestic partner have up to ten (10) work days or fourteen (14) calendar days, whichever is greater, following their hire date to designate such person. Thereafter, employees will have the opportunity to make such designation or change an existing designation on an annual basis, commencing each January 1st, 2021 and extending for a period of ten (10) work days or fourteen (14) calendar days, whichever is greater. Mayra Torres will provide to each employee a form for this purpose.

An employee's use of paid sick leave will not be conditioned upon searching for or finding a replacement worker.

Unless the employee advises the Company otherwise, we will assume, subject to applicable law, that employees want to use available paid sick leave for absences for reasons set forth above and employees will be paid for such absences to the extent they have paid sick leave available.

If the need for the use of paid sick leave is foreseeable, an employee must provide 7 days advance notice in writing, orally or electronically to Mayra Torres, unless less notice is required by applicable law. Where the need is not foreseeable, employees should provide notice as early as practicable.

The Company may require supporting documentation if the employee uses paid sick leave for more than 3 consecutive work days, to the maximum extent permitted by applicable law. For example, for paid sick leave used for reasons (1) or (2) above, documentation signed by a licensed health care provider indicating the need for the amount of paid sick leave taken and that paid sick leave was used for a covered reason under this policy and/or applicable law will be considered reasonable documentation, and such documentation need not specify the nature of the employee's or the employee's family member's injury, illness or condition, except as required by law. For example, for paid sick leave used for reason (4) above, documentation signed by an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional service provider from whom the employee or that employee's family member has sought assistance in addressing domestic violence, sexual assault, stalking or human trafficking and their effects; a police or court record; a notarized letter from the employee explaining the need for such time; or any other acceptable documentation pursuant to applicable state or local law will be considered reasonable documentation, and such documentation need not specify the details of the domestic violence, sexual assault, stalking or human trafficking.

Paid sick leave will be paid at the same rate as the employee earns from the employee's employment at the time the employee uses such time, unless otherwise required by applicable law, but no less than the applicable minimum wage. Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

An employee may carry over accrued, unused paid sick leave to the following year subject to the maximum accrual cap noted above, unless otherwise required by applicable law.

Accrued, unused paid sick leave will not be paid out upon separation of employment.

Retaliation or discrimination against an employee who requests paid sick leave or uses paid sick leave, or both, is prohibited, and employees may file a complaint with the Labor Commissioner and/or any applicable local agency pursuant to any local sick leave law/ordinance against an employer who retaliates or discriminates against the employee in violation of such law/ordinance.

Employees with questions regarding this policy should contact Human Resources.

To the extent any applicable paid sick/safe time/leave law or ordinance provides any greater rights than set forth in this policy, such provisions are incorporated by reference and/or addressed in a supplemental policy for covered employees.

D. HEALTH INSURANCE

Upon completion of 90 days of employment, all employees may participate in the Company's group health insurance program. Under Ca Choice, employees that elect coverage will receive comprehensive health insurance coverage for only the employee.

Upon becoming eligible to participate in these plans, employees will receive SPDs describing the benefits in greater detail. Please refer to the SPDs for detailed plan information. Employees can contact Estela Torres with questions regarding this policy.

E. RETIREMENT SAVINGS PLAN

Eligible employees may participate in the Company's 401(k) savings plan. Upon becoming eligible to participate in this plan, employees will receive a SPD describing the benefit in greater detail. Please refer to the SPD for detailed plan information. Employees can contact Estela Torres with questions regarding this policy.

F. WORKERS' COMPENSATION & SHORT-TERM DISABILITY BENEFITS

All employees are covered under our Workers' Compensation policy which is paid for by the Company. Accidental injuries which occur during working hours or conditions caused by work activities are covered under our Workers' Compensation policy. This insurance provides for the payment of medical expenses and weekly compensation payments during the period of an employee's work-related injury or illness.

Employees must report all injuries, no matter how slight, to management as soon as possible. Claim forms must be filed promptly to ensure claims are processed and Company records are prepared properly. Failure to follow Company procedures may affect employees' eligibility to receive Workers' Compensation benefits.

All employees also may be entitled to receive statutory short-term disability payments for non-occupational injuries or illnesses.

Workers' compensation and short-term disability are solely monetary benefits and not leaves of absence. For information regarding leaves of absence that may be available while receiving these benefits, please refer to the leaves of absence policies and/or contact Mayra Torres.

G. PAID FAMILY LEAVE BENEFITS

An employee who is off work to care for a child, spouse, parent, registered domestic partner, grandparent, grandchild, sibling, or parent-in-law with a serious health condition, or to bond with a new child, may be eligible to receive benefits through the California "Paid Family Leave" ("PFL") program, which is administered by the Employment Development Department ("EDD").

These benefits are financed solely through employee contributions to the PFL program. That program is solely responsible for determining if an employee is eligible for such benefits.

Employees who need to take time off work to care for a child, spouse, parent, registered domestic partner, grandparent, grandchild, sibling, or parent-in-law with a serious health condition or to bond with a new child may contact Mayra Torres for information about the EDD's PFL program and how to apply for benefits. Employees also may contact their local EDD office for further information. Employees should maintain regular contact with their foreman while absent from work so we may monitor employees' return-to-work status. In addition, employees should contact their foreman when ready to return to work so we may determine what positions, if any, are open.

When an employee applies for PFL benefits, Mayra Torres will determine if the employee has any accrued but unused paid time off, other than sick time, available. If the employee has accrued but unused paid time off, other than sick leave, available, then the employee will be required to use up to two (2) weeks of such time before becoming eligible for PFL benefits.

Employees taking time off work to care for a child, spouse, parent, registered domestic partner, grandparent, grandchild, sibling, or parent-in-law with a serious health condition or to bond with a new child are not guaranteed job reinstatement unless they qualify for such reinstatement under federal or California family and medical leave laws. Any time off for Paid Family Leave purposes will run concurrently with other leaves of absence, such as Family and Medical Leave/California Family Rights Act Leave or California New Parent Leave, if applicable. Please see the "Family and Medical Leave/California Family Rights Act" and "California New Parent Leave" policies for eligibility requirements.

H. SAN FRANCISCO PAID PARENTAL LEAVE BENEFITS

In accordance with the San Francisco Paid Parental Leave Ordinance, the Company provides partial wage replacement benefits (“Supplemental Compensation”) to eligible employees who are on an approved leave of absence to bond with a new child through birth, adoption, or foster care placement. Eligible employees may receive up to six (6) weeks (*up to eight (8) weeks effective July 1, 2020*) of Supplemental Compensation in a 12-month period.

Eligible Employees. To be eligible to receive benefits under this policy, an employee must meet all of the following criteria:

- 1) Be absent from work due to an approved leave of absence for the purpose of bonding with a new child during the first year after birth of the child or placement of the child with the employee through foster care or adoption;
- 2) Have worked at least 180 calendar days for the Company before beginning any parental leave;
- 3) Perform at least eight (8) hours of work per week for the Company within the geographic boundaries of the City and County of San Francisco;
- 4) Perform at least 40% of their total weekly hours within the geographic boundaries of the City and County of San Francisco;
- 5) Be receiving wage replacement benefits from the State of California’s Paid Family Leave (“PFL”) program for the purpose of bonding with a new child;
- 6) Agree to allow the Company to deduct up to two weeks of accrued vacation from the employee’s leave bank to offset the cost of any Supplemental Compensation benefits as allowed under the ordinance; and
- 7) Comply with the procedures for requesting Supplemental Compensation benefits described below.

Employees who ***do not*** meet all of the above criteria are not eligible to receive Supplemental Compensation under this policy, but may still be eligible for benefits in accordance with the State of California PFL program.

Supplemental Compensation Benefit. The weekly Supplemental Compensation benefit is calculated based on an employee’s wages and will be calculated in accordance with the San Francisco Paid Parental Leave Ordinance. Unless otherwise provided by law, an employee’s weekly Supplement Compensation benefit will be equal to the difference between the weekly benefit received by the employee from the State of California PFL program and the weekly wage associated with that PFL benefit amount. Supplemental Compensation is only available during the period the employee is eligible for and is receiving weekly PFL benefits for the purpose of bonding with a new child. Employees can receive up to six (6) weeks (*up to eight (8) weeks effective July 1, 2020*) of Supplemental Compensation benefits.

Procedure for Receiving Supplemental Compensation. In order to receive Supplemental Compensation, an employee must comply with the following procedures:

- 1) Send an email to estela@gscfinc.com stating that the employee understands and agrees that up to two (2) weeks of vacation will be deducted from the employee’s leave bank to offset the Company’s costs in providing Supplemental Compensation.

- 2) Provide the Company with a copy of the employee's Notice of Computation of California Paid Family Leave Benefits ("Notice") from California's Employment Development Department (EDD) and provide EDD with permission to share the employee's California PFL weekly benefit amount with the Company;
- 3) Complete and sign the San Francisco Paid Parental Leave Employee Form ("PPL Form"). The Notice and PPL Form must be submitted within a reasonable time following the Covered Employee's receipt of the Notice from EDD;
- 4) Notify the Company in writing when the employee receives the first payment from EDD; and
- 5) Submit a copy of the Notice of Payment from EDD to confirm the Covered Employee's receipt of PFL benefits.

Employees who do not fully comply with this procedure may be denied Supplemental Compensation benefits, or receipt of these benefits may be delayed. If an employee completes the above procedures for receiving Supplemental Compensation prior to or during the period in which the employee is also receiving PFL benefits, the Company will make a good faith effort to make the first Supplemental Compensation benefit payment on the payday associated with the next full pay period following an employee's satisfaction of the above procedures. If an employee completes the above procedures after the period in which the employee received PFL benefits has been completed, the employee will receive the total Supplemental Compensation no later than thirty (30) days after satisfaction of the above procedures.

Employees may be required to reimburse the Company for any Supplemental Compensation benefits provided under this policy if they: (1) do not return to work from a leave of absence during which they received Supplemental Compensation benefits, or (2) voluntarily resign from employment within ninety (90) days of the end of any leave during which they received Supplemental Compensation benefits.

Employees with questions regarding this benefit can contact Estela Torres.

I. BAY AREA COMMUTER BENEFITS

All employees, other than season or temporary employees who work less than 120 days per year and field employees, who work an average of twenty (20) or more hours per week are eligible to receive commuter benefits. To provide these benefits, the Company has elected to provide _____.

Please contact Estela Torre for further information about the program or to sign up for benefits.

V. LEAVES OF ABSENCE

A. JURY DUTY LEAVE

The Company realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees are allowed time off to perform such civic service as required by applicable law. Employees are expected, however, to provide the Company with proper notice of their request to perform jury duty and management should be informed of the expected length of jury duty service. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury duty. Employees must report to work for the major portion of the day if excused by the court unless such a requirement is restricted by applicable law. Employees also must provide verification of service.

Employees on jury duty leave are unpaid, however, exempt employees are paid their full salary for any week in which they perform authorized work for the Company. Any pay provided for time spent on jury duty leave is not counted as hours worked for purposes of calculating overtime.

B. SCHOOL-RELATED ACTIVITIES LEAVE

Parents (including in loco parentis), guardians, step-parents, foster parents, or grandparents with custody of a child either (1) attending or of age to attend a licensed child care provider or (2) in kindergarten through Grade 12, are provided unpaid time off of up to forty (40) hours in one (1) calendar year) for the purpose of either of the following child-related activities:

- 1) To find, enroll, or reenroll the child in a school or with a licensed child care provider, or to participate in activities of the school or licensed child care provider of the child.
- 2) To address a child care provider or school emergency, meaning that the child cannot remain in school or with a child care provider due to one of the following:
 - a. The school or child care provider has requested that the child be picked up, or has an attendance policy, excluding planned holidays, that prohibits the child from attending or requires the child to be picked up from the school or child care provider;
 - b. Behavioral or discipline problems;
 - c. Closure or unexpected unavailability of the school or child care provider, excluding planned holidays; or
 - d. A natural disaster, including, but not limited to, fire, earthquake, or flood.

The amount of time off for reason #1 cannot exceed eight (8) hours in any calendar month of the year. Prior to taking leave for reason #1 above, an employee must provide reasonable notice of the planned absence to Mayra Torres. The employee must give notice to manager when taking leave for reason #2 above.

If more than one parent of a child is employed by the Company at the same worksite, leave for the reasons above apply, at any one time, only to the parent who first gives notice to the Company, such that another parent may take a planned absence simultaneously as to that same child for the reasons above, but only if the employee obtains approval from manager/foreman for the requested time off.

We may require documentation of employees' participation in these activities. Parents, guardians, or grandparents with custody of schoolchildren who have been suspended also are allowed to take unpaid time off to appear at the school pursuant to the school's request. Employees may substitute accrued paid time off during unpaid leave taken under this policy, but this substitution does not extend the length of the leave.

C. LEAVE FOR DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR STALKING

Victims of domestic violence, sexual assault, or stalking may take up to twelve (12) weeks of unpaid time off in any 12-month period to obtain help from a court; seek medical attention; obtain services from an appropriate shelter, program, or crisis center; obtain psychological counseling; or participate in safety planning, such as permanent or temporary relocation. We may require proof of an employee's participation in these activities. Whenever possible, employees must provide safety coordinator reasonable notice before taking any time off under this policy. Leave under this policy is unpaid, but employees may substitute any accrued paid time off benefits for the unpaid leave provided under this policy. Leave under this policy does not extend the time allowable under the "Family and Medical Leave Act" Policy. No employee will be subject to discrimination or retaliation because of the employee's status as a victim of domestic violence, sexual assault, or stalking. Victims of domestic violence, sexual assault, or stalking may also request other accommodations in the workplace such as implementation of safety measures.

D. MILITARY LEAVE

Employees who are called into active military service or who enlist in the uniformed services are eligible to receive an unpaid military leave of absence in accordance with applicable federal and state laws. To be eligible for military leave, employees must provide management with advance notice of their service obligations, unless they are prevented from providing such notice due to military necessity or it is otherwise impossible or unreasonable to provide such notice. An employee should provide notice as far in advance as is reasonable under the circumstances.

Employees who are required to attend yearly Reserves or National Guard duty can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). Such employees should give management as much advance notice of their need for military leave as possible so that we can maintain proper coverage.

Employees may elect to use any available vacation time during an otherwise unpaid military leave. The substitution of paid time for unpaid leave time does not extend the length of leave and the paid time will run concurrently with any military leave entitlement.

Employees whose absence does not exceed applicable statutory limitations will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws.

Please speak to Human Resources for additional information about eligibility for Military Leave.

H. ORGAN DONATION LEAVE

An employee may request a paid leave of absence for up to thirty (30) business days in any one-year period to undergo a medical procedure to donate an organ to another person. An employee can request an additional 30 days of unpaid leave in any one-year period for this same purpose. Employees must provide a certification from their physician regarding the purpose and length of each leave requested. The one-year period is measured from the start of the leave.

For an initial request for organ donation leave, an employee must use up to two weeks of accrued vacation during the leave, but the use of vacation accrual does not extend the term of the leave. If accrued vacation is not available, the paid time off will be for up to thirty (30) days. Organ donation leave will not be designated as FMLA or CFRA leave time. Employees will continue to receive health benefits for the duration of their organ donation leave as if they were working. Upon returning from such leave, employees will have a right to return to the same or equivalent positions they held before such leave. Absences due to organ donation leave do not count as a break in service for the purpose of the employee's right to salary adjustments, sick leave, vacation and paid time off or seniority.

I. BONE MARROW DONATION LEAVE

An employee may request a leave of absence for up to five (5) business days in any one-year period to undergo a medical procedure to donate bone marrow. The one-year period is measured from the start of the leave. Employees must provide a certification from their physician regarding the purpose and length of each leave requested. An employee must use any accrued vacation time for this leave, but the use of vacation accrual does not extend the term of this leave. If accrued vacation is not available, the time off for such procedure shall be paid, but the paid time off shall not exceed five days. Bone marrow donation leave will not be designated as FMLA or CFRA leave time. Employees will receive health benefits for the duration of their Bone Marrow Donation Leave as if they were working. Upon returning from such leave, employees will have a right to return to the same or equivalent positions they held before such leave. Absences due to organ donation leave do not count as a break in service for the purpose of the employee's right to salary adjustments, sick leave, vacation and paid time off or seniority.

J. PREGNANCY DISABILITY LEAVE

Employees who are disabled by pregnancy, childbirth or related medical conditions are eligible to take a pregnancy disability leave ("PDL"). If affected by pregnancy or a related medical condition, employees also are eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated. Employees disabled by qualifying conditions may also be entitled to other reasonable accommodations where doing so is medically necessary. In addition, if it is medically advisable to take intermittent leave or work a reduced leave schedule, the Company may require a temporary transfer to an alternative position with equivalent pay and benefits that can better accommodate recurring periods of leave.

Reasons for Leave. PDL is for any period(s) of actual disability caused by the employee's pregnancy, childbirth, or related medical condition. Time off needed for prenatal or postnatal care;

severe morning sickness; doctor-ordered bed rest; gestational diabetes; pregnancy-induced hypertension; preeclampsia; childbirth; postpartum depression; loss or end of pregnancy; or recovery from childbirth or loss or end of pregnancy are all covered by this PDL policy.

Duration of Leave. An employee is entitled to up to four (4) months of PDL, per pregnancy, while disabled by pregnancy, childbirth or a related medical condition. PDL does not need to be taken in one continuous period of time, but can be taken on an intermittent basis pursuant to the law. For purposes of this policy, “four months” means time off for the number of days the employee would normally work within the four calendar months (one-third of a year, or 17.3 weeks or 122 days) following the commencement date of taking a pregnancy disability leave. For a full time employee who works five (5) 8-hour days per week (forty hours per week), “four months” means 88 working and/or paid 8-hour days (693 hours of leave entitlement), based on an average of 22 working days per month for 17.3 weeks in four months times forty hours per week. Employees working a part-time schedule will have their PDL calculated on a pro-rata basis.

Employee Notice Requirements. To receive a reasonable accommodation, obtain a transfer, or take a PDL, employees must provide sufficient notice so the Company can make appropriate plans – thirty (30) days advance notice if the need for the reasonable accommodation, transfer or PDL is foreseeable, or as soon as practicable if the need is an emergency or unforeseeable.

Medical Certification. Employees are required to obtain a certification from their health care provider regarding their need for PDL or the medical advisability of an accommodation or a transfer. The certification should include:

- 1) a description of the requested reasonable accommodation or transfer;
- 2) a statement describing the medical advisability of the reasonable accommodation or transfer because of pregnancy; and
- 3) the date on which the need for reasonable accommodation or transfer became or will become medically advisable and the estimated duration of the reasonable accommodation or transfer.

A medical certification indicating disability necessitating a leave is sufficient if it contains:

- 1) a statement that the employee needs to take pregnancy disability leave because she is disabled by pregnancy, childbirth or a related medical condition;
- 2) the date on which the employee became disabled because of pregnancy; and
- 3) the estimated duration of the leave.

Upon request, safety coordinator will provide a medical certification form that can be taken to a health care professional. As a condition of returning from PDL, employees must obtain a release to return to work from a health care provider stating that they are able to resume their original job duties with or without a reasonable accommodation.

Leave is Unpaid. PDL is unpaid by the Company, but employees may use any accrued paid time off as part of PDL before taking the remainder of leave on an unpaid basis. We require, however, the use of any available sick time during PDL. The use of any paid leave will not extend the duration of PDL. We encourage employees to contact the EDD regarding eligibility for state disability insurance for the unpaid portion of leave.

Leave Concurrent with Family and Medical Leave. For employees who are eligible for leave under the federal Family and Medical Leave Act, PDL will also be designated as time off under the Family and Medical Leave Act. Please refer to the “Family and Medical Leave” policy in this Handbook for additional information.

Continuation of Health Insurance Benefits. Employees who participate in the Company’s group health insurance plan will continue to participate in the plan while on PDL under the same terms and conditions as if they were working. Employees should make arrangements with payroll division for payment of their share of the insurance premiums.

Return to Work. Employees who do not return to work on the originally scheduled return date or request in advance an extension of the agreed upon leave with appropriate medical documentation may be deemed to have voluntarily terminated employment with the Company. Failure to notify the Company of (1) the ability to return to work when it occurs or (2) continued absence from work because leave must extend beyond the maximum time allowed may be deemed a voluntary termination of employment with the Company, unless you are entitled to Family and Medical Leave or other leave pursuant to applicable law. Upon returning from PDL, employees will be reinstated to their same position, in most instances.

Taking PDL may impact certain of your benefits and your seniority date. For more information regarding eligibility for a leave and the impact of the leave on seniority and benefits, please contact payroll Division.

Request for Additional Time Off. Any request for leave after a disability has ended will be treated as a request for Family and Medical Leave under the California Family Rights Act and/or the federal Family and Medical Leave Act, if eligible for such leave. Please refer to the “Family and Medical Leave” policy in this Handbook for additional information. Employees who are not eligible for leave under the CFRA and/or FMLA will have a request for additional leave treated as a request for disability accommodation.

K. FAMILY AND MEDICAL LEAVE (“FMLA”) AND CALIFORNIA FAMILY RIGHTS ACT (“CFRA”)

The Family and Medical Leave Act (“FMLA”) and the California Family Rights Act of 1993 (“CFRA”) may require the Company to provide family and medical leaves of absence to eligible employees. Either or both of these laws may apply to a leave. Additionally, employees who are CFRA-eligible have certain rights to take both a pregnancy disability leave (“PDL”) and CFRA leave for the birth of a child. There are some differences between FMLA, CFRA, and PDL, and this policy explains how such leaves are administered. Where more than one of the laws applies, leave taken may be counted under more than one law at the same time, to the extent permitted by the applicable law(s). For example, where pregnancy disability leave is also FMLA-qualifying, the leave will count against both FMLA and PDL entitlements. However, PDL is separate from and does not count against an employee’s CFRA leave entitlement.

This policy will be interpreted to comply with the law(s) that apply to a particular leave. If employees have any questions concerning FMLA and/or CFRA leave, they should contact Human Resources.

Eligibility Requirements

Employees are eligible for FMLA if:

- At least fifty (50) or more employees are employed within a 75-mile radius of the employee's work site;
- The employee has been employed for at least one year; and
- The employee has worked at least 1,250 hours within the previous twelve (12) months.*

Employees are eligible for CFRA if:

- At least fifty (50) or more employees are employed within a 75-mile radius of the employee's work site;
- The employee has worked for the Company for a total of at least twelve (12) months at any time prior to the commencement of a CFRA leave; and
- The employee has worked for the Company for at least 1,250 hours in the 12-month period before the date they want to begin CFRA leave, to the extent permitted by applicable law.*

**Special hours of service requirements apply to airline flight crew employees.*

An employee who is not eligible for CFRA leave at the start of a leave because the employee has not met the 12-month length of service requirement can meet this requirement while on leave because leave to which the employee is otherwise entitled counts toward length of service requirement (but not the 1,250 hours requirement).

Basic Leave Entitlement

The FMLA/CFRA requires covered employers to provide up to twelve (12) weeks of unpaid, job-protected leave in a 12-month period to eligible employees for certain family and medical reasons. The 12-month period is determined on a "rolling" 12-month period dating back from the time the employee requests leave. Leave may be taken for any one, or for a combination, of the following reasons:

- Disability due to pregnancy, childbirth or related medical condition (counts only toward FMLA leave and PDL leave entitlements);
- Bonding and/or caring for a newborn child (counts toward FMLA and CFRA leave entitlements);
- For placement with the employee of a child for adoption or foster care and to care for the newly placed child; (counts toward FMLA and CFRA leave entitlements);
- To care for the employee's spouse, child, or parent (but not in-law) with a serious health condition; (counts toward FMLA and CFRA leave entitlements except when taking time to care for an employee's registered domestic partner does not count towards FMLA leave, only CFRA leave); and/or
- For the employee's own serious health condition (excluding pregnancy) that makes the employee unable to perform one or more of the essential functions of the employee's job; and/or (counts toward FMLA and CFRA leave entitlements).

Leave to care for the employee's child after birth, or placement for adoption or foster care must be taken within one (1) year of the child's birth or placement.

Under the FMLA and CFRA, a serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility (inpatient care), or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment, including but not limited to, treatment for substance abuse.

Unlike the FMLA, "inpatient care" under the CFRA is more broadly defined, and means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with inpatient care, or any period of incapacity. A person will be considered an "inpatient" when a health care facility formally admits the person to the facility with the expectation that the employee will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.

FMLA Military Family Leave

Eligible employees with a spouse, son, daughter, or parent (but not in-law) on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of a contingency operation or Regular Armed Forces for deployment to a foreign country may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement which permits eligible employees (spouse, son, daughter, parent (but not in-law) or next of kin of a covered service member) to take up to twenty-six (26) weeks of leave to care for a covered service member with a serious injury or illness during a single 12-month period (one time basis only). A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." Covered servicemembers also includes a veteran who is discharged or released from military services under condition other than dishonorable at any time during the five year period preceding the date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans."

The FMLA definitions of a “serious injury or illness” for current Armed Forces members and covered veterans are distinct from the FMLA definition of “serious health condition” applicable to FMLA leave to care for a covered family member.

Military family leave does not count against an employee’s CFRA leave entitlement. Leave to care for a military service member with a serious illness or injury counts against an employee’s CFRA leave entitlement when the servicemember is the employee’s spouse, parent or child, as provided for under CFRA.

Job Benefits

If applicable, during FMLA/CFRA leave, the Company must maintain health coverage under any “group health plan” on the same terms as if the employee had continued to work. If paid time off is substituted for unpaid leave, the Company will deduct the employee’s portion of any applicable health plan premium as a regular payroll deduction. If the employee’s leave is unpaid, the employee must make arrangements with Human Resources prior to taking leave to pay their portion of any applicable health insurance premiums each month.

The Company’s obligation to maintain health care coverage ceases if an employee’s premium payment is more than 30 days late. If an employee’s payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA/CFRA leave. For purposes of this paragraph, an employee will be considered to have returned to work if the employee returns to work for at least 30 calendar days, or the employee retires at the end of the FMLA/CFRA leave period or within 30 days thereafter.

The FMLA/CFRA contains a guarantee of reinstatement to the original/same or to an equivalent/comparable position with equivalent pay, benefits, and other employment terms at the end of the leave, subject to any defense allowed under the law. The PDL contains a guarantee of reinstatement to the same position in most instances, subject to defenses under the law. If an employee’s anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the Company with reasonable notice (i.e., within 2 business days) of the employee’s changed circumstances and new return to work date. If employees give the Company unequivocal notice of their intent not to return to work, they will be considered to have voluntarily resigned and the Company’s obligation to maintain health benefits (subject to COBRA requirements) and to restore their positions will cease. The use of FMLA leave cannot result in the loss of any employment benefits that accrued prior to the start of an employee’s leave.

Taking CFRA leave or PDL may impact certain benefits and seniority date. More information regarding eligibility for a leave and/or the impact of the leave on seniority and benefits can be obtained by contacting Human Resources.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Company's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Under the CFRA, employees may take intermittent leave for bonding with a child following birth or placement for adoption or foster care. Intermittent leave for bonding purposes generally must be taken in 2-week increments, but the Company permits two occasions where the leave may be for less than two (2) weeks. Bonding leave is in addition to any time off taken for pregnancy disability leave.

Substitution of Paid Leave for Unpaid Leave

For purposes of this policy, leave is not "unpaid" during any leave time for which an employee is receiving compensation from the State of California under the State Disability Insurance program, while receiving PFL, worker's compensation, or benefits pursuant to the Company's disability pay program. Employees may request, but will not be required, to use accrued paid time off for any time off under this policy for which they are receiving compensation under these programs. Where applicable and permitted by law, employees will be required to use accrued paid time off during any waiting period applicable to these programs.

If leave is unpaid, the following requirements apply:

- An employee taking FMLA/CFRA leave due to the employee's own serious health condition is required to use any available paid time off in lieu of unpaid leave.
- An employee taking FMLA/CFRA leave due to a covered family member's serious health condition or to bond with a newborn child is required to substitute paid time off, other than paid sick time, for any unpaid FMLA/CFRA leave, but has the option of whether to substitute paid sick time for unpaid leave after other paid time off is exhausted.
- An employee taking PDL will be required to use any accrued sick time in lieu of unpaid PDL. At the employee's option, an employee taking unpaid PDL may substitute other paid time off for the unpaid leave.
- An employee May Not elect to substitute accrued sick time for unpaid bonding leave, although other accrued, unused paid time off must be used for that purpose.

Substituting paid for unpaid leave does not extend any leave entitlement(s).

Employee Responsibilities

Employees must provide thirty (30) days' advance notice of the need to take FMLA/CFRA leave when the need is foreseeable (such as the expected birth of a child, employees' own planned medical treatments, or a family member's planned medical treatment). When thirty (30) days' notice is not possible, the employee must provide notice, at least verbally, as soon as practicable and generally must comply with the Company's normal call-in procedures. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until compliance with this notice policy is achieved.

Employees must provide sufficient information for the Company to determine if the leave may qualify for FMLA/CFRA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the Company if the requested leave is for a reason for which FMLA/CFRA leave was previously taken or certified.

We will require second or third certifications from health care providers only in the event the Company has reason to doubt the initial certification of an employee's need for leave due to the employee's own serious health condition. Recertification of the need for leave due to an employee's or family member's serious health condition will be requested only when the original certification has expired

Employees may also be required to provide medical certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under the FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for ineligibility.

Covered employers must inform employees if leave is designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for the Company to:

- Interfere with, restrain, or deny the exercise of any right provided under the FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

Concerns regarding a possible violation with respect to either of these obligations should be reported to the Company's Human Resources Department.

Enforcement

Employees may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement, which provides greater family or medical leave rights.

L. CALIFORNIA NEW PARENT LEAVE

Under the California New Parent Leave Act (CANPLA), employees may have a right to an unpaid

new parent leave (CANPLA leave) if they:

- 1) Have worked for the Company for a total of at least twelve (12) months at any time prior to the commencement of a CANPLA leave;
- 2) Worked for the Company for at least 1,250 hours in the 12-month period before the date they want to begin CANPLA leave, to the extent permitted by applicable law;* and
- 3) Work at a location in which the employer has at least twenty (20) to forty-nine (49) employees within a 75 miles radius of the employee's work site.

**Special hours of service requirements apply to airline flight crew employees.*

An employee who is not eligible for CANPLA leave at the start of a leave because the employee has not met the 12-month length of service requirement can meet this requirement while on leave because leave to which the employee is otherwise entitled counts toward length of service requirement (but not the 1,250 hours requirement).

CANPLA leave may be up to twelve (12) workweeks in a 12-month period, and can be used for the birth, adoption, or foster care placement of a child. Employees who are CANPLA-eligible have certain rights to take **both** a pregnancy disability leave ("PDL") and a CANPLA leave for reason of the birth of a child. CANPLA leave must be taken within one (1) year after the child's birth or placement.

Employees may take CANPLA leave on an intermittent basis. Intermittent CANPLA leave generally must be taken in 2-week increments, but the Company permits two occasions where the leave may be for less than (2) two weeks.

Employees generally must provide at least thirty (30) days advance notice of the need for CANPLA leave. For unforeseeable events (such as premature birth), the Company requires that employees provide notice, at least verbally, as soon as they learn of the need for leave. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until compliance with this notice policy is achieved.

While CANPLA leave is unpaid, employees may substitute accrued paid time off or other paid leave for unpaid leave provided pursuant to this policy. Substituting paid for unpaid leave does not extend any leave entitlement.

While on CANPLA leave, the Company will maintain coverage of a group health plan for the duration of the parental leave in the same manner that coverage would have provided if the employee had not taken CANPLA leave. If an employee fails to return to work after the CANPLA leave has expired, the Company may recover any premiums paid by the Company for maintaining coverage while the employees was on CANPLA leave and such recovery may occur by deducting the amount of premiums paid from the wages paid to the employee on termination of employment.

Upon return from CANPLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

The use of CANPLA leave cannot result in the loss of any employment benefits that accrued prior to the start of an employee's leave.

M. PERSONAL LEAVE

Under certain circumstances, employees who are not eligible for any other Company leave of absence and/or have exhausted all other leave entitlements may be granted a personal leave of absence without pay. A written request for a personal leave should be presented to management at least thirty (30) days before the requested start of the leave, except in cases of emergency. Requests are considered based on non-discriminatory factors including, but not limited to, staffing requirements and the reasons for the requested leave, as well as employees' performance and attendance records. This leave may be requested for medical reasons. If so, the Company may require submission of medical certifications prior to granting leave as well as at various times during the leave.

Normally, personal leaves of absence are granted for a period of up to **1** weeks. Under unusual circumstances, a personal leave may be extended provided that a written request for an extension to management is made prior to the expiration of leave, and the request is granted. These time limitations do not apply to leaves taken for an employee's own medical reasons.

Employees **MUST** use accrued paid vacation and sick leave (to the maximum extent permitted by applicable law) while on unpaid personal leave. The substitution of paid time for unpaid leave time does not extend the length of leave and the paid time will run concurrently with any personal leave granted. Receipt of disability benefits, Workers' Compensation benefits or other monetary benefits does not extend the length of any personal leave granted.

During a personal leave, employees will not accrue paid time off benefits or be paid for holidays. We will continue health insurance coverage during a personal leave if, to the extent paid time off is not substituted for unpaid leave, employees submit their share of the monthly premium payments to the Company in a timely manner, to the extent permitted and in accordance with the applicable plans.

When they anticipate returning to work, employees should notify management of their expected return date. Employees should notify management at least one (1) week before the expiration of leave.

Upon completion of a personal leave of absence, the Company will attempt to return employees to either their original job, or to a similar position, subject to prevailing business considerations. We note, however, that reinstatement is not guaranteed unless required by law.

Failure to advise management of availability to return to work, failure to return to work after notifying the Company of expected return to work, or remaining absent from work beyond the time approved by the Company is considered a voluntary resignation of employment unless otherwise prohibited by applicable law.

VI. HEALTH, SAFETY & SECURITY

A. SUBSTANCE ABUSE

To help ensure a safe, healthy, and productive work environment for our employees and others, protect Company property, and ensure efficient operations, the Company has adopted a policy of maintaining a workplace free of drugs and alcohol.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale, or distribution of controlled substances, drug paraphernalia, or alcohol by an individual anywhere on Company premises, while on Company business (whether or not on Company premises), while driving a Company vehicle or driving a personal vehicle for Company business, or while representing the Company, is strictly prohibited. Employees also are prohibited from reporting to work or working while they are using or under the influence of alcohol, any drugs as well as any controlled substances which may impact an employee's ability to perform the employee's job or otherwise pose safety concerns. This policy does not apply to prescription or over-the-counter medications taken by employees in safety-sensitive positions which: (1) have been lawfully prescribed to, or obtained by, the employee; (2) are being used by the employee in accordance with the prescription's guidelines (if applicable); and (3) before reporting to work under the influence of such medication, the employee has inquired whether the drug manufacturer or the employee's physician warns against driving, operating machinery or performing other work-related safety-sensitive tasks. If such warnings exist, the employee taking the medication must inform his or her supervisor of such restrictions before reporting to work under the influence of such substances. When informing their supervisor(s) or the Human Resources Department of such restrictions, the employee should not identify the medication(s) being used or the reason for its use. The Company will evaluate and respond to this information on a case-by-case basis. Responses may include, among other things, temporary job reassignment or modifications, a request for additional medical documentation and consultation, and/or an instruction that the employee not work until the restriction is removed. Any employee reporting to work in a safety-sensitive position without first advising the Company about warnings accompanying lawfully prescribed or obtained medications will be subject to disciplinary action up to and including possible termination of employment. An employee's lack of knowledge concerning such warnings will not excuse a violation of this rule where an employee has failed to make the inquiries required by this rule. However, to the extent permitted by and in accordance with applicable law, this exception does not extend any right to report to work or perform work under the influence of medical marijuana or to treat the lawful use of medical marijuana as a defense to a policy violation or a positive drug test, to the extent you are subject to any drug testing requirement.

Violation of this policy may result in disciplinary action, up to and including discharge.

The Company maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist employees recovering from substance and alcohol dependencies, and those who have a medical history that reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation.

B. SUITABLE SEATS

All employees are to be provided with suitable seats when the nature of the work reasonably permits the use of seats. When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats are to be placed in reasonable proximity to the work area and employees are permitted to use such seats when it does not interfere with the performance of their duties.

Any employee who believes suitable seats are not being provided must immediately notify the Foreman so that all requests can be individually evaluated as to whether the nature of the employee's work reasonably permits the use of seats or requires standing, and whether the employee's use of seats interferes with the performance of the employee's duties.

C. SMOKING

Smoking, including use of e-cigarettes, vaping devices and similar electronic devices, is prohibited at all times in all areas of our facilities, including private offices, as well as in Company vehicles. Compliance with this policy is mandatory for all employees and persons visiting the Company, with no exceptions. Employees who violate this policy may be subject to disciplinary action. Any disputes involving smoking and any employees with questions should discuss their issues/concerns with the Safety Coordinator. Employees will not be subject to retaliation for reporting violations of this policy in good faith.

D. WORKPLACE VIOLENCE

We are strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and visitors and damage to Company and personal property.

Threats, threatening language or any other acts of aggression or violence made toward or by any Company employee will not be tolerated. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious, and/or destructive action undertaken for the purpose of domination or intimidation.

Weapons are prohibited on Company premises unless such prohibition is restricted by applicable law.

Employees should immediately report all potentially dangerous situations, including threats by co-workers, to any member of management with whom they feel comfortable. Reports may be maintained confidential to the extent maintaining confidentiality does not impede our ability to investigate and respond to the complaints. All reports will be promptly investigated. No employee will be subjected to retaliation, intimidation, or disciplinary action as a result of reporting in good faith under this policy.

If an investigation confirms that a violation of this policy has occurred, the Company will take swift and appropriate corrective action.

Employees threatened by an outside party should follow the steps detailed in this section. It is important for us to be aware of any potential danger on our premises. Indeed, we want to take effective measures to protect everyone from the threat of a violent act by an employee or by anyone else.

Questions about this policy should be directed to management.

E. INSPECTIONS

The Company reserves the right to require employees on either Company property or on a client's property to agree to the inspection of their person, personal possessions, property, a personal vehicle parked on Company or client property, and work areas, to the maximum extent permitted by applicable law. This includes lockers, vehicles, desks, cabinets, work stations, packages, handbags, briefcases, and other personal possessions or places of concealment, as well as personal mail sent to the Company or to its clients. Employees are expected to cooperate in the conduct of any search or inspection.

VII. GENERAL POLICIES & PROCEDURES

A. RULES OF CONDUCT

The Company endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on common sense and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is necessary to adopt and enforce rules all can follow. The following are examples of some but not all conduct which may subject the offender to disciplinary action, up to and including discharge, in the Company's sole discretion:

- Obtaining employment on the basis of false or misleading information;
- Stealing, removing or defacing Company, client or co-workers' property;
- Violation of the Discrimination, Harassment & Retaliation Prevention Policy;
- Violation of the Substance Abuse Policy;
- Violation of the Workplace Violence Policy;
- Violation of the Confidential Information and Conflict of Interest Policy;
- Violation of the Attendance Policy;
- Loitering or loafing during work time, or leaving a work area without the permission of management;
- Gambling on Company property;
- Willful or careless destruction or damage to Company assets or to the equipment or possessions of another employee;
- Wasting work materials;
- Performing work of a personal nature during working time;
- Unsatisfactory job performance; or
- Any other violation of Company policy.

Obviously, not every type of misconduct can be listed. The Company reserves the right to impose discipline up to and including immediate discharge, whenever management deems it appropriate to do so.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

B. ATTENDANCE

Each of our employees performs an important function at the Company. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences, lateness and/or early departures are expensive, disruptive, and place an unfair burden on other employees and supervisors. We expect excellent attendance from all employees. Excessive absenteeism, tardiness and/or early departures may result in disciplinary action, up to and including discharge. We expect each member of our team to avoid these problems whenever possible.

We do recognize, however, that there are times when absences, tardiness and/or early departures cannot be avoided. In such cases, employees are expected to notify their supervisor as early as possible, but at least one hour before the start of the employee's workday, except in cases of extreme emergency. Asking another employee, friend or relative to give this notice is improper and may result in disciplinary action, up to and including discharge. Employees must contact their supervisor every day that they are absent unless specifically instructed otherwise such as during an approved leave of absence. If an employee calls in sick for three or more consecutive days or has a pattern of absence, the employee may be required to provide their supervisor with a doctor's note on the day the employee returns to work, to the maximum extent permitted by applicable law.

Unreported absences of three consecutive workdays generally are considered a voluntary resignation of the employee's employment with the Company.

In evaluating employee attendance and otherwise administering this policy, the Company does not consider absences/tardiness/early departures protected by applicable federal, state, or local law.

C. DRESS CODE & APPEARANCE

Each employee is a representative of the Company, whether or not their job places them in direct customer contact. Dress code generally is high visibility shirt, jeans, steel toe boots. Employees who are required to wear personal protective gear or other safety gear must adhere to applicable guidelines at all times. All employees are also expected to groom themselves in accordance with generally accepted social and business standards. Overall, a neat and tasteful appearance contributes to the positive impression made on clients, managers and other employees.

Employees are expected to exert a certain amount of judgment in their choice of clothing to wear to work. Any employee with a specific question about whether a specific item of clothing is acceptable attire for work can contact Safety Coordinator for clarification.

Nothing in this policy is intended to discriminate against an employee's sincerely-held religious beliefs or practices, physical or mental disability, race or any other basis protected by applicable law. Employees who may need an accommodation based on a sincerely-held religious belief or practice, physical or mental disability or any other basis protected by applicable law can contact Office Manager.

If an employee's appearance fails to meet the standards outlined above, as determined in the Company's sole discretion, the employee may be sent home (without pay, if applicable and permitted by applicable law). Further violation of this policy may result in disciplinary action, up to and including discharge.

D. PERSONAL VISITS & TELEPHONE CALLS

Disruptions during working time can lead to errors and delays. Therefore, we ask that personal telephone calls be kept to a minimum, and only be made or received after working time, or during meal or break times.

For safety and security reasons, employees are prohibited from having guests visit or accompany them anywhere in our worksites or facilities other than the reception areas.

E. COMMUNICATION & COMPUTER SYSTEMS

The Company's communication and computer systems are the property of the Company intended for business purposes. This includes the computers, related hardware, software and networks as well as telephone, voice mail, e-mail and Internet systems. Any personal use must not interfere with performance or operations, must not result in added expenses to the Company and must not violate any Company policy or applicable law. Users have no legitimate expectation of privacy in regard to system usage.

The Company may access its communication and computer systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when the Company deems it appropriate to do so. Further, the Company may review Internet usage. The reasons for which the Company may obtain such access include, but are not limited to: maintaining the systems; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during an employee's absence.

The Company may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

The Company's policies including, but not limited to, those prohibiting harassment, in their entirety, apply to the use of the Company's communication and computer systems. Additionally, employees may not use the Company's communication and computer systems in violation of any law including, but not limited to, those related to copyrights and software piracy.

All employees, upon request, must inform management of any private access codes or passwords.

No employee may access, or attempt to obtain access to, another employee's communication or computer systems without appropriate authorization.

Employees may not install, duplicate, or remove software on the Company's computer systems without prior management approval. Personal computers and other electronic devices (cell phones, flash or thumb drives, etc.) may not be connected directly to the Company's computer systems without prior management approval.

Employees are prohibited from using personal e-mail accounts to conduct Company business. Employees may not forward Company emails to a personal email address. Employees may not use any third party email or instant messaging accounts or services (such as GMail, AOL, Yahoo, etc.) on the Company's computer systems that are not ordinarily used in the performance of their job duties.

Violation of this policy may result in disciplinary action, up to and including discharge.

F. SOCIAL MEDIA

The Company respects the right of any employee to maintain a blog or website or to participate in social networking on or through websites or services such as Twitter, Facebook, LinkedIn, YouTube, Instagram, SnapChat or similar sites/services (collectively “social media”). However, to protect the Company’s interests and ensure employees focus on their job duties, employees must adhere to the following rules:

- Employees may not use social media during working time, unless specifically authorized to do so as part of their job duties.
- All rules regarding confidential and proprietary business information apply in full to social media. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed through social media.
- When using social media, if an employee expresses either a political opinion or an opinion regarding the Company’s actions and also identifies oneself as an employee of the Company (or if it can be inferred that the employee is an employee of the Company), the poster must specifically state that the opinion expressed is the employee’s personal opinion and not the Company’s position. This is necessary to preserve the Company’s goodwill in the marketplace.
- Be respectful of potential readers and colleagues. Please do not use discriminatory comments, or make maliciously false statements when commenting about the Company, superiors, co-workers, or our competitors.
- Employees may not use the Company’s logos or trademarks for commercial purposes or to endorse any product or service.
- Employees may not make any statement or post any comment or other material endorsing, recommending, or promoting any of the Company’s (or any affiliated company’s) products or services without disclosing the nature of the employee’s relationship with the Company.
- Any conduct which is impermissible under the law if expressed in any other form or forum is impermissible if expressed through social media. For example, posted material that is discriminatory, obscene, defamatory, libelous, or threatening is forbidden.

All other Company policies apply equally to social media. Employees should review this Handbook for further guidance.

The Company encourages all employees to keep in mind the speed and manner in which information posted through social media can be relayed (and often misunderstood) by readers. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with their manager or Human Resources. When in doubt, do not post! Failure to follow these guidelines may result in discipline, up to and including termination. In enforcing this policy, the Company reserves the right to monitor social media activities of employees, whether or not such activities are conducted with Company resources, to the extent permitted by and in accordance with applicable law.

Nothing in this policy is designed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment.

G. SOLICITATION & DISTRIBUTION

To avoid distractions, solicitation by an employee of another employee is prohibited while either the person doing the soliciting or the person being solicited is on working time.

Distribution of advertising material, handbills, printed or written literature of any kind during working time or in working areas of the Company is prohibited.

Working time includes the time during which any of the employees involved are actually scheduled to work, but does not include scheduled rest periods, meal breaks and other specified times when employees are not expected to be working.

Solicitation and/or distribution by non-employees on Company premises is prohibited at all times.

H. CONFIDENTIAL INFORMATION & CONFLICTS OF INTEREST

Each employee must safeguard confidential Company information. Confidential information includes, but is not limited to: bank account number, personal information, esc.

Further, employees shall not maintain an outside business or financial interest, or engage in any outside business or financial activity, which conflicts with the interests of the Company or which interferes with the employee's ability to fully perform the employee's job responsibilities.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

I. A FEW CLOSING WORDS

This Handbook is intended to provide a broad summary of things our employees should know about the Company. The information in this Handbook is general in nature and, should questions arise, employees should consult their supervisor or Human Resources for complete details. While we intend to continue the policies, rules, and benefits described in this Handbook, the Company may always modify the matters set forth in this Handbook in its sole discretion, to the maximum extent permitted by applicable law. Please do not hesitate to speak to your supervisor or Human Resources with any questions about the Company or its personnel policies and practices.

RECEIPT OF EMPLOYEE HANDBOOK

This Employee Handbook, including any applicable local supplement, is an important document intended to help you become acquainted with the Company. This document contains management guidelines only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the Company's operations may change, the contents of this Handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management, unless otherwise restricted by applicable law.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this Employee Handbook.

I have received and read a copy of the Company's Employee Handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the Company at any time, unless otherwise restricted by applicable law.

I further understand that my employment is terminable at will, either by myself or the Company, regardless of the length of my employment or the granting of benefits of any kind.

I understand that no contract of employment other than "at will" has been expressed or implied, and that no representative of the Company other than Safety Coordinator/Office Manager is authorized to provide any employee or employees with an employment contract or special arrangement concerning terms or conditions of employment and that any such agreement must be in writing and signed by Safety Coordinator/Office Manager.

I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of the Company's Employee Handbook.

Employee's Printed Name: _____

Position: _____

Employee's Signature: _____

Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.

**RECEIPT OF THE COMPANY'S DISCRIMINATION, HARASSMENT
& RETALIATION PREVENTION POLICY**

I acknowledge that I have received, read, and understand the Company's Discrimination, Harassment, and Retaliation Prevention Policy. I understand that I am expected to abide by and be bound by the rules, provisions and standards set forth in the Company's policy. I further acknowledge that the Company reserves the right to revise, delete, and add to the provisions of the Discrimination, Harassment and Retaliation Prevention Policy at any time, to the maximum extent permitted by applicable law. I also acknowledge I have received the California Department of Fair Employment & Housing's brochure, Sexual Harassment, The Facts About Sexual Harassment (DFEH-185 brochure).

Employee's Printed Name: _____

Position: _____

Employee's Signature: _____

Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.

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