



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

Employee Handbook

April 2021

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INTRODUCTION

INTRODUCTION TO HANDBOOK

This handbook is designed to help employees get acquainted with The Family YMCA of the Desert (the “Company”). It describes some of the basic terms and conditions of employment with the Company. Employees are expected to read this handbook carefully and to know and understand its contents.

Except for the policy of at-will employment, which can only be changed by the CEO of the Company in a signed written contract, the Company reserves the right to make changes to this handbook. Employees are responsible for knowing and understanding those changes once they have been disseminated. The Company also reserves the right to interpret the provisions of this handbook. Nothing in this employee handbook or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

This handbook is the property of the Company and it is intended for the personal use and reference by employees of the Company. There are several things to keep in mind about this handbook. First, it contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit or the applicability of a policy or practice to you, you should address your specific questions to the Human Resources Director.

Handbook Revisions

The Company reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment. However, any such change is effective only if it is in writing and is signed or authorized by the CEO of the Company. No oral statements or representations can in any way alter the provisions of this handbook.

This handbook summarizes the policies and practices in effect at the time of publication. This handbook supersedes all previously issued handbooks and any policy or benefit statements or memoranda that are inconsistent with the policies described here. Your supervisor or the Human Resources Director will be happy to answer any questions you may have.

Handbook Acknowledgement

Employees should sign the acknowledgement form at the back of this handbook, or on-line if provided electronically, and return it to the Human Resources Director. This will provide the Company with a record that each employee has received this handbook.

EMPLOYMENT AT-WILL

All employment at the Company is “at-will.” This means that both employees and the Company have the right to terminate employment at any time, with or without advance notice, and with or without cause. Employees may also be demoted or disciplined, and the terms of their employment may be altered at any time, with or without cause, at the discretion of the Company. No one other than the CEO of the Company has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement on other than at-will terms. Any such agreement must be in writing, must be signed by the CEO of the Company and by the affected employee, and must express a clear and unambiguous intent to alter the at-will nature of the employment relationship.

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

EMPLOYMENT

FULL-TIME EMPLOYEES

Regular full-time employees are those who work an average of thirty-five (35) hours per week. Regular full-time employees are eligible for employee benefits described in this handbook.

PART-TIME EMPLOYEES

Part-time employees are those who work an average of less than thirty-five (35) hours per week but no fewer than twenty (20) per week. Regular-status, part-time employees are eligible for specified employee benefits as described in this handbook.

SEASONAL EMPLOYEES

Seasonal employees are those employed during the months of March through September. Seasonal employees are not eligible for employee benefits except those mandated by applicable law.

ON-CALL EMPLOYEES

On-call employees are those who work less than 20 hours per week. On-call employees are not eligible for employee benefits except those mandated by applicable law.

MEAL AND REST PERIODS

Rest Breaks

All non-exempt employees are provided with paid uninterrupted rest break periods during their workday. Employees are relieved of all duty during their rest break are free to come and go as they please and are free to leave the premises. Employees are expected to return to work promptly at the end of any rest break.

Number of Rest Breaks

Non-exempt employees are authorized and permitted to take one (1) ten (10)-minute rest break for every four (4) hours they work (or major fraction thereof, which is defined as any amount of time over two (2) hours). A rest break need not be authorized for employees whose total daily work time is less than three and one half (3.5) hours.

An employee who works a shift from three and one-half (3.5) to six (6) hours in length, will be entitled to one (1) ten (10)-minute rest break. An employee who works more than six (6) hours and up to ten (10) hours will be entitled to two (2) ten (10)-minute rest breaks. An employee who works more than ten (10) hours and up to fourteen (14) hours, will be entitled to three (3) ten (10)-minute rest breaks.

Timing of Rest Breaks

Employees are authorized and permitted to take a rest break in the middle of each four (4) hour work period.

There may be practical considerations that make this general timing infeasible and require the Company to deviate from this general rule. Employees will be informed if there are practical considerations that make this timing infeasible.

Employee rest breaks will be scheduled by department head or direct supervisor.

Meal Periods

All non-exempt employees are provided uninterrupted unpaid meal periods of at least thirty (30) minutes, and up to sixty (60) minutes, when they work more than five (5) hours in a workday. Employees must clock out for meal periods. Employees are relieved of all duty during their meal periods, are free to leave the premises and may come and go as they desire. Employees are expected to return to work promptly at the end of any meal period.

An employee whose total work period for the day is more than five (5) hours but no more than six (6) hours, may waive their meal period. This cannot be done without the mutual consent of the

employee and the supervisor. Employees must discuss any such waiver with their supervisor in advance, and the waiver must be in writing.

Timing of Meal Period

Meal periods will be provided no later than the end of the fifth hour of work. For example, an employee who begins work at 8:00 a.m., must start the meal period by 12:59 p.m. (which is before the end of their fifth hour of work).

Employee meal periods will be scheduled by department head or direct supervisor.

Second Meal Period

Non-exempt employees who work more than ten (10) hours in a day will be provided a second, unpaid meal period of at least thirty (30) minutes, and up to sixty (60) minutes. Employees must clock out for their meal periods. Employees will be permitted a reasonable opportunity to take meal periods. Employees are relieved of all duty during their meal periods, are free to leave the premises and may come and go as they desire. Employees are expected to return to work promptly at the end of any meal period.

Depending on the circumstances, an employee may be permitted to waive a second meal period if the first meal period was taken and if the total hours worked for the day is no more than twelve (12) hours. This cannot be done without the advanced written consent of the employee's supervisor.

Timing of Second Meal Period

A second meal period will be provided no later than the end of an employee's tenth hour of work. For example, an employee who begins work at 8:00 a.m., must start the second meal period by 5:59 p.m. (which is before the end of the employee's tenth hour of work).

Employee second meal periods will be scheduled by department head or direct supervisor.

Recording Meal Periods

Non-exempt employees must clock out for any meal period and record the start and end of the meal period. Employees are not allowed to work "off the clock." All work time must be accurately reported on the time record.

If for any reason an employee is not provided a meal period in accordance with our policy, or is in any way discouraged or impeded from taking a meal period or from taking the full amount of time for a meal period, the employee should immediately notify department head or direct supervisor.

Anytime an employee misses a meal period (or they work any portion of a meal period), they are required to report this to department head or direct supervisor and document the reason for the missed meal period or time worked.

OVERTIME FOR NON-EXEMPT EMPLOYEES

Employees may be required to work overtime as necessary. Only actual hours worked in a given workday or workweek are applied when calculating overtime. All overtime work must be previously authorized by a supervisor. Overtime hours worked by non-exempt employees are paid in accordance with state and federal law as follows:

- All hours worked in excess of eight (8) in one (1) workday or forty (40) in one (1) workweek will be treated as overtime. The workday begins at 12:01 a.m. and ends at midnight twenty-four (24) hours later. Workweeks begin each Sunday at 12:01 a.m.;
- Compensation for hours in excess of forty (40) for the workweek, or in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day of work in one (1) workweek, shall be paid at the rate of one and one-half (1.5) times the employee's regular rate of pay;

- Compensation for hours in excess of twelve (12) in one (1) workday and in excess of eight (8) on the seventh consecutive workday in a workweek shall be paid at double the regular rate of pay; and
- Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.

PAYMENT OF WAGES / ADMINISTRATIVE PAY CORRECTIONS

Employees are paid on the 5th and 20th of every month. Normally, if a regular payday falls on a holiday, employees will be paid on the day prior to the pay date or the day after the holiday.

Automatic Payroll Deposit

The Company offers automatic payroll deposit for employees. An employee may begin and stop automatic payroll deposits at any time. To begin automatic payroll deposits, employees must log into their self-service portal and complete the direct deposit information in the Company payroll system. Employees will receive an itemized statement of wages when the Company makes direct deposits electronically in their self-service portal.

Please contact the Human Resources Director for more information on Direct Deposit guidelines.

Administrative Pay Corrections

The Company takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount of pay or deductions, the employee should promptly bring the discrepancy to the attention of the payroll or Human Resources Director so that a correction can be made as quickly as possible.

Timekeeping Requirements

All non-exempt employees are required to use Company timekeeping system for clocking in and out to record time worked for payroll purposes. All time worked must be accurately reported on the time record.

Employees must record their own time at the start and at the end of each work period. Employees must clock out for meal periods and record the start and end of the meal period. Employees are not allowed to work “off the clock.” Any work performed before or after a regularly scheduled shift must be approved in advance by the employee’s supervisor. Please report all time worked. Employees also must record their time whenever they leave the building for any reason other than Company business.

Employees will be required to certify that their time record is accurate. “Clocking in” for another employee or altering a timecard is not permissible and may subject an employee to disciplinary action up to and including termination of employment.

Any errors on a timecard should be reported immediately to the supervisor. Please also refer to Company’s Meal and Rest Break Policy.

REPORTING TIME PAY

The Company will comply with all applicable regulations regarding reporting-time pay for non-exempt employees. Each workday an employee is required to report to work, but is not put to work or is furnished with less than half of their usual or scheduled day’s work, the employee will be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at their regular rate of pay.

The Company will not pay employees who report to work, but are unable to work under the following circumstances:

- When operations cannot begin or continue due to threats to employees or property, or when civil authorities recommend that work not begin or continue; or

- When public utilities fail to supply electricity, water, or gas, or there is a failure in the public utilities, or sewer system; or
- When the interruption of work is caused by an Act of God or other cause not within the employer's control, for example, an earthquake.

JOB DUTIES

The employee's supervisor will explain the employee's responsibilities and the performance standards expected. Job responsibilities may change at any time during the individual's employment. From time to time, employees may be asked to work on special projects, or to assist with other work necessary or important to the operation of their department or the Company. Employees are expected to cooperate and assist in performing such additional work. The Company further reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

PERFORMANCE EVALUATIONS

Each employee may receive periodic performance reviews conducted by their supervisor. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Performance evaluations may review factors such as the quality of the work, knowledge of the job, safety, customer service, etc. Performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the Company and depend upon many factors in addition to performance. After the review, employees will be asked to sign the evaluation report to acknowledge that it has been presented, that the employee has discussed it with their supervisor, and that the employee is aware of its contents.

DRIVING IN THE SCOPE OF EMPLOYMENT

Employees who are required to drive a Company vehicle on Company business will be required to show proof of current valid driver's licenses. Employees who are required to drive their own vehicle will be required to show proof of a valid California driver's license and current effective automobile liability insurance coverage. The Company may perform motor vehicle checks on those employees who drive as part of their job. Employees must notify their supervisor immediately of any changes to their driver's license status.

The Company retains the right to transfer to an alternative position, suspend, or terminate an employee whose position requires operating a motor vehicle and whose license is revoked, or who fails to maintain personal vehicle insurance coverage or who is uninsurable under the Company's policy.

Employees who drive their own vehicles for Company business will be reimbursed at the IRS mileage rate.

LEAVES OF ABSENCE

INTRODUCTION

The Company provides (1) family care, medical, and military family leave for up to 12 or 26 weeks per year in accordance with the California's Family Rights Act ("CFRA") and the federal Family and Medical Leave Act of 1993, as amended ("FMLA"); (2) pregnancy leave for up to four (4) months in accordance with the California Fair Employment and Housing Act ("FEHA"); (3) disability leave as required to reasonably accommodate employees with a workplace injury or a qualified disability under the Americans with Disabilities Act ("ADA") or the FEHA; and (4) leave for other legally required absences as set forth below. Employees having any questions regarding this policy should contact the Human Resources Director.

FAMILY CARE, MEDICAL AND MILITARY FAMILY LEAVE

The federal Family and Medical Leave Act (FMLA) provides up to 12 workweeks of unpaid family/medical leave within a 12-month period, under the following conditions:

- The employee has been employed with the Company for a total of at least 12 months prior to the commencement of leave. The 12 months of employment must have accumulated within the previous seven years (certain exceptions apply);
- The employee has worked at least 1,250 hours during the previous 12-month period before the need for leave; and
- The employee is employed at a work site where there are 50 or more employees within a 75-mile radius.

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

- For a serious health condition that makes the employee unable to perform their job;
- To care for the employee's family member who has a serious health condition. For purposes of FMLA leave, a "family member" includes your:
 - Spouse.
 - Parent.
 - Child under the age of 18, or child over the age of 18 and incapable of self-care due to mental or physical disability at the time FMLA leave is to begin.
- The birth of the employee's child, or placement of a child with the employee for adoption or foster care;
- Because of a qualifying exigency related to covered active duty or a call to covered active duty of the employee's spouse, child or parent in the Armed Forces of the United States, or to care for a covered servicemember. (See *Military Family Leave Entitlements* below); and
- Incapacity due to pregnancy, prenatal medical care of childbirth.
- Depending on your reason for leave, employee may also be eligible for California Family Rights Act (CFRA) leave, in which case both employee's FMLA leave and CFRA leave will run concurrently. (See the *CFRA Leave* policy for additional information and CFRA leave eligibility.)

For additional information about eligibility for family/medical leave, contact the Human Resources Director.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or called to covered active-duty status 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, and attending post-deployment reintegration briefings.

Eligible employees may also take a special leave entitlement of up to 26 weeks of leave during a single 12-month period to care for a covered servicemember. A covered service member is either:

- 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 otherwise on the temporary disability retired list, for a serious injury or illness*; or
- A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first 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. *

**The FMLA definitions of “serious injury or illness” for current servicemembers and veterans are distinct from the FMLA definition of “serious health condition.”*

Calculating the 12-month Period

For purposes of calculating the 12-month period during which 12 weeks of family and medical leave or qualifying exigency leaves may be taken under FMLA, the Company uses a rolling twelve (12) month period measured forward from the date the employee’s FMLA leave commences.

Under most circumstances, leave under federal and state law will run at the same time and an eligible employee will be entitled to a total of 12 weeks of family and medical leave in the designated 12-month period.

For leave to care for a covered servicemember, the 12-month period begins on the first day of the leave, regardless of how the 12-month period is calculated for other leaves. Leave to care for a covered servicemember is for a maximum of 26 workweeks during a 12-month period.

Pregnancy, Childbirth or Related Conditions and Baby Bonding

Time off on account of pregnancy disability, childbirth or related medical condition counts as FMLA leave, but not for CFRA leave. Employees who take time off for pregnancy disability and who are eligible for FMLA will be placed on FMLA that runs at the same time as their pregnancy disability leave (PDL). Once the pregnant employee is no longer disabled, or once the employee has given birth and exhausted PDL, the employee may apply for leave under the CFRA, for purposes of baby bonding.

Under the FMLA, leave taken for the birth, adoption, or foster care placement of a child must be taken as a continuous block of leave unless the Company grants intermittent leave. If, however, baby bonding leave is under both FMLA and CFRA (running concurrently), such leave does not have to be taken in one continuous period of time: CFRA leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. However, the Company will grant a request for a CFRA leave (for birth/placement of a child) of less than two weeks' duration on any two occasions. The Company may also grant additional requests for leave lasting less than two weeks at its discretion. Any leave taken (under either FMLA or CFRA) must be concluded within one year of the birth or placement of the child with the employee.

Leave Procedures

The following procedures shall apply to FMLA leave:

- Please contact the Human Resources Director as soon as the employee realizes the need for family/medical leave. If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition for the employee or a family member, the employee must notify the Company at least 30 days before leave is to begin. The employee must consult with their supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the Company. Any such scheduling is subject to the approval of your health care provider of the employee or the health care provider of the employee’s child, parent, or spouse.
- If the employee cannot provide 30 days' notice, the Company must be informed as soon as is practical.
- If the FMLA request is made because of the employee’s own serious health condition, the Company may require, at its expense, a second opinion from a health care provider that the Company chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the Company.
- If the second opinion differs from the first opinion, the Company may require the employee, at its expense, to obtain the opinion of a third health care provider designated or approved jointly

by the employer and the employee. The opinion of the third health care provider shall be considered final and binding on the Company and the employee.

Certification

The Company requires the employee to provide certification. The employee will have 15 calendar days from the Company's request for certification to provide it to the Company, unless it is not practical to do so. The Company may require recertification from the health care provider if the employee requests additional leave upon expiration of the time period in the original certification. *(For example, if an employee needs two weeks of family and medical leave, but following the two weeks needs intermittent leave, a new medical certification will be requested and required.)* If the employee does not provide medical certification in a timely manner to substantiate the need for family and medical leave, the Company may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered FMLA leave.

If the leave is needed to care for a sick family member, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition;
- Estimated amount of time for care by the health care provider; and
- Confirmation that the serious health condition warrants employee's participation.

Under the FMLA, when both parents are employed by the Company and request simultaneous leave for the birth or placement for adoption or foster care of a child, the Company will not grant more than a total of 12 workweeks of FMLA leave for this reason. However, if baby bonding leave is under both FMLA and CFRA (running concurrently), each parent employed by the Company is entitled to 12 workweeks of leave for this reason.

If the employee cites their own serious health condition as a reason for leave, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition; and
- Inability of the employee to work at all or to perform any one or more of the essential functions of their position because of the serious health condition.

If an employee is on leave because of their own serious health condition, the Company will also require a medical release to return to work form or certification from the employee's health care provider stating that the employee is able to resume work.

Failure to provide a release to return to work certificate from the employee's health care provider will result in denial of reinstatement for the employee until the certificate is obtained.

Leave Related to Military Service

A leave taken due to a "qualifying exigency" related to military service must be supported by a certification of its necessity. A leave taken due to the need to care for a servicemember shall be supported by a certification by the servicemember's health care provider or other certification allowed by law. Special certification requirements apply to leaves related to military service.

Health and Benefit Plans

An employee taking FMLA leave will be allowed to continue participating in any health and welfare benefit plans in which they were enrolled in before the first day of the leave (for a maximum of 12 workweeks, or 26 workweeks if the leave is to care for a covered servicemember) at the level and under the conditions of coverage as if the employee had continued in employment for the duration

of such leave. The Company will continue to make the same premium contribution as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins. In some instances, the Company may recover from an employee any premiums paid to maintain health coverage if the employee fails to return to work following FMLA leave.

Employees on pregnancy disability leave will be allowed to continue to participate in group health coverage for up to a maximum of four months of pregnancy disability leave (if such insurance was provided before the leave was taken) on the same terms as if the employee had continued to work. The right to continued group health coverage during pregnancy disability leave is a separate and distinct entitlement from the CFRA entitlement.

Payment is due when it would be made by payroll deduction.

Substitution of Paid Leave

Generally, FMLA leave is unpaid. The Company may require, or employees may choose, to use accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the company's normal paid leave policies. For more information on those specific circumstances requiring or allowing the substitution of paid leave contact the Human Resources Director.

Reinstatement

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

Reinstatement after FMLA leave may be denied to certain salaried "key" employees under the following conditions (however, this exception will not apply if the FMLA leave runs concurrently with CFRA leave):

- An employee requesting reinstatement was among the highest-paid 10 percent of salaried employees employed within 75 miles of the worksite at which the employee worked at the time of the leave request;
- The refusal to reinstate is necessary because reinstatement would cause substantial and grievous economic injury to the Company's operations;
- The employee is notified of the Company's intent to refuse reinstatement at the time the Company determines the refusal is necessary; and
- If leave has already begun, the Company gives the employee a reasonable opportunity to return to work following the notice described previously.

Time Accrual

Please contact the Human Resources Director with any questions regarding accrual of other company provided paid leave benefits (such as vacation, PTO or sick leave) during unpaid FMLA leave.

Carryover

Leave granted under any of the reasons provided by FMLA and/or CFRA will be counted as family/medical leave and will be considered as part of the 12-workweek entitlement (26-workweek entitlement if leave is to care for a servicemember) in any 12-month period. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

Intermittent Leave

Employees may take FMLA leave intermittently (in blocks of time, or by reducing their normal weekly or daily work schedule) if the leave is for the serious health condition of the employee or a qualifying family member and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is 60 minutes.

See also the discussion of Pregnancy, Childbirth or Related Medical Conditions above.

CALIFORNIA FAMILY RIGHTS ACT LEAVE

California's California Family Rights Act (CFRA) provides up to 12 workweeks of unpaid family/medical leave within a 12-month period, under the following conditions:

- The employee has been employed with the Company for a total of at least 12 months prior to the commencement of leave. The 12 months of employment must have accumulated within the previous seven years (certain exceptions apply); and
- The employee has worked at least 1,250 hours during the previous 12-month period before the need for leave.

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

- The employee's serious health condition that makes employee unable to perform their job;
- To care for the employee's family member who has a serious health condition. For purposes of CFRA leave, a "family member" includes the employee's:
 - Spouse;
 - Parent;
 - Child of any age;
 - Registered domestic partner;
 - Grandparent;
 - Grandchild; and
 - Sibling.
- The birth of employee's child, or placement of a child with the employee for adoption or foster care; and
- Because of a qualified exigency related to covered active duty or a call to covered active duty of employee's spouse, registered domestic partner, child, or parent in the Armed Forces of the United States. (See *Qualifying Exigencies Related to Active Duty* below).

Please note that incapacity due to pregnancy, prenatal medical care or childbirth is not an eligible reason for CFRA leave. However, if you are eligible for leave under the Family Medical Leave Act (FMLA), then such leave will run concurrently with FMLA. (See the *Pregnancy Disability Leave* and *FMLA Leave* policies for additional information).

If employee is also eligible for leave under the FMLA, and depending on their reason for CFRA leave, FMLA may run concurrently with employee's CFRA leave. (See the *FMLA Leave* policy for additional information regarding FMLA leave eligibility.)

For additional information about eligibility for CFRA leave and how it may or may not interact with FMLA leave, contact the Human Resources Director.

Qualifying Exigencies Related To Active Duty

Eligible employees whose spouse, domestic partner, child or parent is on covered active duty or call to covered active-duty status may use their 12-week leave entitlement for certain qualifying exigencies. Qualifying exigencies may include, but are not necessarily limited to, attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

Calculating The 12-Month Period

For purposes of calculating the 12-month period during which 12 weeks of CFRA leave may be taken, The Company uses a 12-month period measured forward from the date of your first CFRA leave usage.

Pregnancy, Childbirth or Related Conditions and Baby Bonding

Leave because of a disability for pregnancy, childbirth or related medical condition is not counted as time used under CFRA leave. Employees who take time off for pregnancy disability will be placed on pregnancy disability leave (PDL). (See *Pregnancy Disability Leave* policy for more information.)

If an employee is eligible for FMLA leave, then PDL will run concurrently with FMLA. (See *FMLA Leave* policy for additional information).

Once the pregnant employee is no longer disabled, or once the employee has given birth and exhausted PDL, the employee may apply for leave under the CFRA, for purposes of baby bonding.

Any leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period of time. CFRA leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. However, the Company will grant a request for a CFRA leave (for birth/placement of a child) of less than two weeks' duration on any two occasions. The Company may also grant additional requests for leave lasting less than two weeks at its discretion. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

Leave Procedures

The following procedures shall apply to CFRA leave:

- Please contact the Human Resources Director as soon as the employee realizes the need for family/medical leave. If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for the serious health condition of the employee or that of a family member, employee must notify the Company at least 30 days before leave is to begin. The employee must consult with their supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the Company. Any such scheduling is subject to the approval of your health care provider or the health care provider of your family member.
- If you cannot provide 30 days' notice, the Company must be informed as soon as is practical.
- If the CFRA request is made because of the employee's own serious health condition, the Company may require, at its expense, a second opinion from a health care provider that the Company chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the Company.
- If the second opinion differs from the first opinion, the Company may require the employee, at the Company's expense, to obtain the opinion of a third health care provider designated or approved jointly by the employee and the employer. The opinion of the third health care provider shall be considered final and binding on the employee and the Company.

Certification

The Company requires the employee to provide certification. Employee will have 15 calendar days from the Company's request for certification to provide it to the Company, unless it is not practical

to do so. The Company may require recertification from the health care provider if the employee requests additional leave upon expiration of the time period in the original certification. (For example, if the employee needs two weeks of family and medical leave, but following the two weeks the employee needs intermittent leave, a new medical certification will be requested and required.) If the employee does not provide medical certification in a timely manner to substantiate the need for family and medical leave, the Company may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered CFRA leave.

If the leave is needed to care for a sick family member, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition;
- Estimated amount of time for care by the health care provider; and
- Confirmation that the serious health condition warrants your participation.

If employee's own serious health condition is the reason for leave, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition; and
- Employee's inability to work at all or to perform any one or more of the essential functions of their position because of the serious health condition.

If the employee is on leave because of their own serious health condition, the Company will also require a medical release to return to work form or certification from the employee's health care provider that employee is able to resume work.

Failure to provide a release to return to work from the employee's health care provider may result in denial of reinstatement until the certificate is obtained.

Leave Related to Military Service

A leave taken due to a "qualifying exigency" related to military service must be supported by a certification of its necessity. Special certification requirements apply to leaves related to military service.

Health and Benefit Plans

Employees taking CFRA leave, will be allowed to continue participating in any health and welfare benefit plans in which they were enrolled in before the first day of the leave (for a maximum of 12 workweeks) at the level and under the conditions of coverage as if they had continued in employment for the duration of such leave. The Company will continue to make the same premium contribution as if they had continued working. The continued participation in health benefits begins on the date leave first begins. In some instances, the Company may recover premiums paid to maintain health coverage if the employee fails to return to work following CFRA leave.

Employees on pregnancy disability leave will be allowed to continue to participate in group health coverage for up to a maximum of four months of pregnancy disability leave (if such insurance was provided before the leave was taken) on the same terms as if they had continued to work. The right to continued group health coverage during pregnancy disability leave is a separate and distinct entitlement from the CFRA entitlement.

Payment is due when it would be made by payroll deduction.

Substitution of Paid Leave

Generally, CFRA leave is unpaid. The Company may require, or employee may choose, to use accrued paid leave while taking CFRA leave. In order to use paid leave for CFRA leave, employee must comply with the Company's normal paid leave policies. For more information on those specific circumstances requiring or allowing the substitution of paid leave contact the Human Resources Director.

Reinstatement

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

If an employee is on a FMLA-only leave, without CFRA running concurrently, there may be conditions in which the employee may be denied reinstatement if the employee is a "key" employee. (Please refer to the Reinstatement section of the FMLA Leave policy for additional information.)

Time Accrual

Please contact the Human Resources Director with any questions regarding accrual of other Company provided paid leave benefits (such as vacation, PTO or sick leave) during unpaid CFRA leave.

Carryover

Leave granted under any of the reasons provided by CFRA and/or FMLA will be counted as family/medical leave and will be considered as part of the 12-workweek entitlement in any 12-month period. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

Intermittent Leave

The employee may take CFRA leave intermittently (in blocks of time, or by reducing employee's normal weekly or daily work schedule) if the leave is for the employee's serious health condition or that of a qualifying family member and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is 60 minutes.

See also the discussion of *Pregnancy, Childbirth or Related Conditions and Baby Bonding* above.

PREGNANCY DISABILITY LEAVE

If an employee is pregnant and has a related medical condition, or is recovering from childbirth, employee should review this policy. Any employee planning to take pregnancy disability leave should advise the Human Resources Director as early as possible. The individual should make an appointment with the Human Resources Director to discuss the following conditions:

- Duration of pregnancy disability leave will be determined by the advice of the employee's physician, but employees disabled by pregnancy may take up to four (4) months of leave per pregnancy (the working days you normally would work in one-third of a year or 17 1/3 weeks). Part-time employees are entitled to leave on a pro-rata basis. The four (4) months of leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care, doctor-ordered bed rest, as well as other reasons. Your healthcare provider determines how much time you need for your disability;

- The Company will also reasonably accommodate medical needs related to pregnancy, childbirth, or related conditions or temporarily transfer the employee to a less strenuous or hazardous position (where one is available) or duties if medically needed because of the pregnancy;
- Employees who need to take pregnancy disability must inform the Company when a leave is expected to begin and how long it will likely last. If the need for a leave, reasonable accommodation, or transfer is foreseeable (such as the expected birth of a child or a planned medical treatment for yourself), employees must provide at least thirty (30) days advance notice before the pregnancy disability leave or transfer is to begin. Employees must consult with the Human Resources Director regarding the scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the Company. Any such scheduling is subject to the approval of the employee's health care provider;
- For emergencies or events that are unforeseeable, we need you to notify the Company, at least verbally, as soon as practical after you learn of the need for the leave;
- Failure to comply with these notice requirements may result in a delay of leave, reasonable accommodation, or transfer;
- Pregnancy leave usually begins when ordered by the employee's physician. The employee must provide the Company with a written certification from a health care provider for need of PDL, reasonable accommodation or transfer. The certification must be returned within fifteen (15) calendar days. Failure to do so may, in some circumstances, delay PDL leave, reasonable accommodation, or transfer. Please see the Human Resources Director for a medical certification form to give to your health provider;
- Leave returns will be allowed only when the employee's physician sends a release;
- An employee will be required to use accrued sick time (if otherwise eligible to take the time) during a pregnancy disability leave. An employee will be allowed to use accrued vacation (if otherwise eligible to take the time) during a pregnancy disability leave; and
- Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed. Leave may be taken in increments of one (1) hour.

If intermittent leave or leave on a reduced work schedule is medically advisable the employee may, in some instances, be required to transfer temporarily to an available alternative position that meets the employee's needs. The alternative position need not consist of equivalent duties but must have the equivalent rate of pay and benefits. The employee must be qualified for the position. The position must better accommodate the employee's leave requirements than their regular job. Transfer to an alternative position can include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work schedule.

Upon submission of a medical certification that an employee is able to return to work from a pregnancy disability leave, an employee will be reinstated to their same position held at the time the leave began or, in certain instances, to a comparable position, if available. There are limited exceptions to this policy. An employee returning from a pregnancy disability leave has no greater right to reinstatement than if the employee had been continuously employed.

Employees on pregnancy disability leave will be allowed to continue to participate in group health insurance coverage for up to a maximum of four months of disability leave (if such insurance was provided before the leave was taken) at the level and under the conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. In some instances, an employer can recover from an employee any premiums paid to maintain health coverage if the employee fails to return following pregnancy disability leave. PDL may impact other benefits or a seniority date. Please contact the Human Resources Director for more information.

EXTENDED MEDICAL LEAVE

A medical leave of absence may be granted for non-work-related temporary or long-term medical disabilities (other than pregnancy, childbirth, and related medical conditions) with a doctor's written certificate of disability. Extended disability leaves will also be considered on a case-by-case basis, consistent with the Company's obligations under federal and state disability laws.

Employees should request any leave in writing as far in advance as possible. If an employee is granted a medical leave, the Company will pay the employee sick pay for the period of time equivalent to their accumulated sick pay earned. The employee also may use any paid vacation time previously accrued.

A medical leave begins on the first day a doctor certifies that the employee is unable to work and ends when the doctor certifies that the employee is able to return to work. The employee's supervisor or the Human Resources Director will supply the employee with a form for their doctor to complete, showing the date the employee was disabled and the estimated return to work date. An employee returning from a medical disability leave must present a doctor's certificate declaring fitness to return to work.

If returning from a non-work-related medical leave, the employee will be offered the same position they held at the time their leave began, if available. If the former position is not available, a comparable position will be offered. If neither the same nor a comparable position is available, the employee's return to work will depend on job openings existing at the time of the scheduled return. The Company makes no guarantees of reinstatement, and an employee's return will depend on their qualifications for any available positions.

California workers' compensation laws govern work-related injuries and illnesses. California pregnancy disability laws govern leaves taken because of pregnancy, childbirth, and related medical conditions. An employee that needs reasonable accommodations should contact the Human Resources Director and discuss the need for an accommodation.

Any leave taken under this provision qualifying as leave under the state and/or federal family and medical leave laws (FMLA/CFRA) will be counted as family/medical leave, charged to an employee's entitlement of 12 workweeks of family/medical leave in a 12-month period, and governed by the rules relating to family/medical leave.

OTHER LEAVES

Other leaves of absence that **may** apply to the Company, depending on the number of employees, include, but are not limited to, the following. Employees may contact the Human Resources Director for more information on any of these leaves:

Bereavement Leave

Employees must be employed for at least 90 days to be eligible for this benefit. The Company grants up to three (3) days of paid leave to eligible employees in the event of the death of an immediate family member. The Company defines an immediate family member as the employee's current spouse, registered domestic partner, child, parent, legal guardian, brother, sister, grandparent or grandchild; ex-spouse, or mother-, father-, sister-, brother-, son-, or daughter-in law. Please contact the Human Resources Director for more information.

Military Spouse Leave

Applies to employers with twenty-five (25) or more employees and allows an employee who works a minimum of 20 hours per week to take up to ten (10) unpaid days to spend with a military spouse or registered domestic partner who has been deployed during a period of military conflict and is on leave (not returning from) military deployment.

Organ and Bone Marrow Donor Leave

Employees must be employed for at least a 90-day period immediately preceding the beginning of leave. This paid leave applies to employers with fifteen (15) or more employees and provides eligible employees with up to thirty (30) business days of leave (and an additional thirty (30) business days of unpaid leave) in any one-year period for the purpose of donating an organ to another person. In addition, an employee may take up to five (5) business days of leave in any one-year period for the purpose of donating bone marrow to another person. Leave taken for these donations is not leave for the purpose of family medical leave under the federal Family and Medical Leave Act or the state CFRA. During this leave the Company will continue to provide and pay for group health plan benefits the employee was enrolled in prior to leave of absence.

Employees will be required to provide written verification of the need for leave, including confirmation that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

The Company requires that employees taking leave for organ donation use two weeks of accrued but unused sick leave, PTO and/or vacation.

The Company requires that employees taking leave for bone marrow donation use five days of accrued but unused sick leave, PTO and/or vacation.

School and Child Care Activities Leave

This unpaid leave applies to employers with twenty-five (25) or more employees and provides eligible employees with up to forty (40) hours of leave per year, but not more than 8 hours in any calendar month. Time off under this policy can only be used by parents, guardians, grandparents, stepparents, foster parents or a person who stands *in loco parentis* to one or more children of the age to attend kindergarten through grade 12, or a licensed child care provider. This time off can also be used to address a “child care provider or school emergency” if the employee gives advance notice. A “child care provider or school emergency” means that the child cannot remain at school or with the child care provider due to a natural disaster, a closure or unexpected availability of the school or child care provider (excluding planned holidays), or behavioral or discipline problems.

School Appearance Leave

This unpaid leave applies to all employers and requires them to provide employees with time off in order to appear at school on a child’s behalf with regard to school suspension.

Domestic Violence, Sexual Assault, or Stalking Leave and Accommodation

This leave applies to all employers and requires them to provide employees who are victims of domestic violence, sexual assault, stalking, a crime causing physical or mental injury or a threat of physical injury, have an immediate family member who is deceased as a result of a crime, or any person against whom a crime has been committed time off from work to appear in related legal proceedings or for other purposes. While the leave is generally unpaid, employees can use their paid sick time under California’s Healthy Workplaces, Healthy Families Act.

Employees who need a reasonable accommodation for their safety at work should contact the Human Resources Director to discuss the need for an accommodation.

Domestic Violence, Sexual Assault or Stalking Leave for Treatment

Employees are eligible for unpaid leave who are victims of domestic violence, sexual assault, stalking, a crime causing physical or mental injury or a threat of physical injury, or have an immediate family member who is deceased as a result of a crime. While the leave is generally unpaid, employees can use their paid sick time under California's Healthy Workplaces, Healthy Families Act for the purposes described below.

- To seek medical attention for injuries caused by a crime or abuse;
- To obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization as a result of a crime or abuse;
- To obtain psychological counseling or mental health services related to experiencing a crime or abuse;
- To participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.

Civil Air Patrol Leave

This unpaid leave applies to employers with fifteen (15) or more employees to take up to ten (10) days of leave to perform emergency duty as a volunteer in the California Civil Air Patrol if employed a minimum of 90 days.

Time off for Voting

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Under these circumstances an employee will be allowed a maximum of two (2) hours of time off during an election day without loss of pay provided two days' notice is given to the supervisor by the employee.

Jury Duty/Witness Leave

This leave applies to all employers and requires employers to provide any employee called upon for jury duty or subpoenaed as a witness, time off from work for the duration of the employee's civil service on a jury or as a witness.

The Company will provide up to five (5) days of paid jury duty/witness leave to employees and they may keep any mileage allowance or other fee paid by the court for their service.

Military Leave

The Company will grant employees a military leave of absence to the extent required by applicable federal and state law.

Victims of Crime Leave

All employers must grant time off from work to employees who may be a victim or who may be a family member of a victim of certain serious crimes to attend judicial proceedings related to the crime or to attend proceedings involving rights of the victim. The employee must provide reasonable advance notice and documentation related to the proceeding.

Volunteer Civil Service Leave

This leave applies to all employers and requires them to allow volunteer firefighters and other emergency personnel to take time off for performing emergency duty. A maximum of 14 days per calendar year will be provided.

Personal Leave

A personal leave of absence without pay may be granted at the discretion of the Company. Requests for personal leave should be limited to unusual circumstances requiring an absence of up to thirty (30) days.

PAID FAMILY LEAVE

Employees may be eligible for Paid Family Leave (PFL) wage replacement benefits which are funded through payroll deductions and coordinated through the Employment Development Department. PFL provides limited compensation for up to eight (8) weeks when an employee needs to take leave from work to care for a parent, parent-in-law, child, spouse, registered domestic partner, grandparent, grandchild, or sibling who is seriously ill, or for a working parent who wants time to bond with their newborn, foster child or newly adopted child. Also, for a qualifying exigency related to active duty or call to active duty of employee's spouse, registered domestic partner, parent or child in the US Armed Forces. The PFL program does not provide employees with a right to a leave of absence; it is limited to a state-mandated wage replacement benefit.

BENEFITS

BENEFITS

The Company is committed to providing the following benefits for eligible employees. Benefit eligibility may depend on the employee's classification and length of continuous employment at the Company. Eligible employees will be provided with a Summary Plan Description or information on the benefit plan. The Company reserves the right to modify, amend or terminate benefits and to modify or amend benefit eligibility requirements at any time and for any reason, subject to any legal restrictions.

Benefits include:

- Medical, Dental, Vision Insurance
- 403B
- Accidental Death & Dismemberment Insurance
- Reduced rate childcare programs
- Basic Term Life insurance for Employee
- YMCA membership

For information regarding these benefits and to answer any questions you may have, please contact the Human Resources Director.

HOLIDAYS

The Company observes the following paid holidays for all regular-status full-time employees in accordance with conditions outlined below:

- January 1 (New Year's Day)
- Memorial Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Presidents' Day
- July 4th (Independence Day)
- Veteran's Day
- Friday after Thanksgiving
- 1 Floating Holiday per calendar year

When a holiday falls on a Saturday, it is usually observed on the preceding Friday. When a holiday falls on a Sunday, it is usually observed on the following Monday. However, the Company may grant another day off in lieu of closing. Holiday observance will be announced in advance.

Each non-exempt employee's eligibility for holiday pay begins after completion of first day of employment. To be eligible for holiday pay, an employee must be regularly scheduled to work on the day on which the holiday is observed and must work their regularly scheduled working days immediately preceding and immediately following the holiday, unless an absence on either day is approved in advance by the supervisor, or the absence is otherwise protected by law such as the use of paid sick leave.

If a recognized holiday falls during an eligible employee's paid absence (such as vacation or sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied. Paid time off for holidays **will not be counted** as hours worked for the purpose of determining whether overtime pay is owed.

Employees who are required to work on a paid scheduled holiday will receive straight time pay for the hours worked and holiday pay for scheduled hours up to a maximum of eight hours.

SICK LEAVE

The Company provides for mandatory paid sick leave under the Healthy Workplaces, Healthy Families Act.

Eligible Employees

All employees are entitled to paid sick time.

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

Sick Pay Amount

Eligible employees will receive sick leave as follows:

Accrual Method

Eligible employees earn sick leave at the rate of one (1) hour of paid sick time for every thirty (30) hours worked.

Employees must be employed with the Company for 90 days before taking any paid leave.

Exempt employees are presumed to work 40 hours per workweek for purposes of sick time accrual. Accruals for employees who work less than 40 hours per week will be based on the actual time worked.

The Company does not pay employees for unused paid sick leave. Employees who are rehired with one year of separation from employment may be eligible for reinstatement of previously accrued and unused paid sick time.

Cap on Accrual

Part-time employees may earn a maximum of six (6) days or forty-eight (48) hours paid sick time. Full-time employees may earn a maximum of twenty (20) days or one hundred sixty (160) hours paid sick time. After an employee has reached this maximum amount, no additional paid sick time will be earned until some or all of the employee's accrued paid sick time is used.

Qualifying Reasons for Paid Sick Leave

Paid sick time can be used for the following reasons:

- Diagnosis, care or treatment of an existing health condition for an employee or covered family member, as defined below;
- Preventive care for an employee or an employee's covered family member; or

- For certain, specified purposes when the employee is a victim of domestic violence, sexual assault or stalking.

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

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

Use of Paid Sick Leave

If the need for paid sick leave is foreseeable, employees shall provide advance written or electronic notification to the direct supervisor. If the need for paid sick leave is not foreseeable, employees must provide notice to the Human Resources Director as soon as practical.

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

Paid Sick Leave and Workers’ Compensation Benefits

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

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

If you do not have accrued, paid sick leave, or if you have used all of your sick leave, you may choose to substitute vacation for further absences from work, related to your illness or injury.

VACATION LEAVE

The Company provides vacation benefits to eligible employees to enable them to take paid time off for rest, recreation and time away from their regular work schedule for personal reasons. The Company believes that this time is valuable for employees in order to enhance their productivity and make their work experience with the Company personally satisfying.

All regular-status full-time employees are entitled to accrue vacation as follows:

From date of hire through completion of first year = 3.33 hours per pay period, for a maximum of 120 hours

From beginning of 2nd year through 9th year = 5 hours per pay period, for a maximum of 180 hours

From beginning of 10th year and thereafter = 6.67 hours per pay period, for a maximum of 240 hours
Regular-status part-time employees working a minimum average of twenty (20) hours per week accrue vacation benefits at 1.32 hours per pay period for a maximum of forty-eight (48) hours.

Employees become eligible to take accrued vacation after ninety (90) days of active service as work schedules permit. Vacation schedules must be coordinated and approved by the employee's supervisor a minimum of two weeks in advance or when requested by the Company. Vacations shall be scheduled to provide adequate coverage of job responsibilities and staffing requirements.

Eligible employees must take accrued vacation in increments of at least two (2) hours.

An employee whose employment terminates will be paid for all accrued unused vacation days. No employee will receive pay in lieu of vacation except on the termination of their employment, unless the employee has deferred their vacation at the Company's request. Vacation hours will be paid at the employee's straight hourly rate exclusive of bonuses, commissions or any other additional pay.

Vacation Accrual During Leaves of Absence

Employees do not accrue vacation leave during an unpaid leave of absence or while on disability salary continuation.

Holidays Occurring During Vacation

If an observed Company holiday occurs during an employee's scheduled vacation, no deduction from accrued vacation will be made for the holiday.

Maximum Accrual

Vacation accruals may not exceed one and one-half (1.5) times an employee's current annual entitlement. Once this maximum is reached, all further accruals will cease. Vacation accruals will recommence after the employee has taken vacation and their accrued hours have dropped below the maximum.

Required Use of Vacation Before Unpaid Leave

If you are taking an unpaid leave of absence, there are circumstances where you may be required to use your accrued and unused vacation before taking unpaid leave or having unpaid absences. In other circumstances, you can choose to use vacation before taking unpaid leave or having unpaid absences, but it is not required. It will depend on the type of leave you are taking and/or federal and state leave requirements. Please contact the Human Resources Director to discuss coordination of your benefits.

WORKERS' COMPENSATION

In accordance with state law, the Company provides insurance coverage for employees in case of a work-related injury or illness. The worker's compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax free, to replace lost wages; and
- Assistance to help qualified injured employees return to suitable employment.

To ensure that you receive any worker's compensation benefits to which you may be entitled, you will need to:

- Immediately report any work-related injury to your supervisor and the Human Resources Director;
- Seek medical treatment and follow-up care if required;
- Complete the necessary reports provided by the Human Resources Director; and

- If applicable, provide the Company with a certification from the health care provider regarding the need for worker's compensation disability leave, as well as the employee's eventual ability to return to work from the leave.

When an employee has provided medical certification that they are able to return to work, the employee under most circumstances will be reinstated to the same or an equivalent position if available. An employee's return depends on their qualifications for any existing openings. If an employee is not able to perform the essential functions of the job because of a disability, the company will consider a making a reasonable accommodation in accordance with state and federal law.

An employee, however, may not be entitled to reinstatement if, while on leave, the employee's position was eliminated, a lay off occurred or the position was filled in order to avoid undermining the company's ability to operate safely and efficiently.

California law requires the Company to notify the workers' compensation insurance company of any concerns of false or fraudulent claims.

COVID-19 may be a work-related injury. If you test positive for COVID-19, please notify the Human Resources Director so the workers' compensation carrier can be notified in accordance with law.

Workers' Compensation and FMLA/CFRA

Employees who are ill or injured as a result of a work-related incident, and who are eligible for family and medical leave under state and/or federal law (FMLA and/or CFRA), will be placed on FMLA and/or CFRA during the time they are disabled and not released to return to work. The leave under these laws may run concurrently.

LACTATION POLICY

The Company accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for the employee's child, subject to exception allowed under applicable law. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the employee shall be unpaid.

We will provide employees who need a lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Employees with private offices will be required to use their offices to express breast milk. The location will be safe, clean and free of toxic or hazardous materials; have a surface to place a breast pump and other personal items; have a place to sit; and have access to electricity or alternative devices needed to operate an electric or battery-powered breast pump. The Company will also provide access to a sink and a refrigerator for storing milk in close proximity to the workspace. If a refrigerator cannot be provided, the Company will provide a cooling device suitable for storing milk.

Employees who desire lactation accommodations should contact the Human Resources Director to request accommodations.

Discrimination on the basis of sex includes discrimination based on breastfeeding and related medical conditions and is unlawful.

GENERAL POLICIES

EMPLOYEE PROPERTY

An employee's personal property, including but not limited to lockers, packages, purses, and backpacks, may be inspected upon reasonable suspicion of unauthorized possession of Company property, possession of dangerous weapons or firearms, or abuse of the Company's drug and alcohol policy.

EMPLOYMENT OF RELATIVES

Relatives of employees may be eligible for employment only if individuals involved do not work in a direct supervisory relationship, or in job positions in which there is a conflict of interest. The Company defines “relatives” as spouses, registered domestic partners, children, siblings, parents, in-laws, and step-relatives. Present employees who marry or become registered domestic partners will be permitted to continue working in the job position held only if they do not work in a direct supervisory relationship with one another or in job positions involving conflict of interest.

OPEN-DOOR / PROBLEM RESOLUTION

Suggestions for improvement at the Company are always welcome. At some time, an employee may have a complaint, suggestion, or question about their job, working conditions, or the treatment they are receiving. An employee’s good-faith complaint(s), questions, and suggestions also are of concern to the Company. We ask employees to first discuss any concerns with their supervisor, following these steps:

- As soon as possible, bring the situation to the attention of the immediate supervisor or manager who will then investigate and provide a solution or explanation.
- If the problem persists, an employee may describe it orally, or in writing to the Human Resources Director who will investigate and provide a solution or explanation.
- If an employee needs assistance with their complaint, or if they prefer to make a complaint in person, they should contact the Human Resources Director.

If the problem is not resolved, the employee may present the problem to the CEO of the Company who will attempt to reach a final resolution.

This procedure, which we believe is important for both the employee and the Company, cannot guarantee that every problem will be resolved to the employee’s satisfaction. However, the Company values the employee’s observations and they should feel free to raise issues of concern, in good faith, without the fear of retaliation.

WORKPLACE PRIVACY-Audio/Video Recordings

Due to concerns regarding the potential for invasion of privacy, sexual or other harassment, and protection of proprietary or confidential information, employees may not use any audio or video recording devices while on working time. Employees also may not use any audio or video recordings in work areas that the Company has identified as confidential, secure or private, unless the employee is engaged in protected activity related to improving the terms and conditions of their employment, such as documenting health and safety issues.

The Company uses or may use video surveillance in public areas (not in restrooms, locker rooms or changing areas). The video surveillance will not include sound recording.

COMPANY PROPERTY

ELECTRONIC AND SOCIAL MEDIA

This policy is intended to protect the Company’s computer systems and electronic information. For purposes of these policies, the following definitions apply: “Computers” are defined as desktop computers, laptops, handheld devices (including but not limited to iPhones, smart phones, iPads, and other electronic tablets and cell phones), computer software/hardware and servers.

The Company also uses various forms of “electronic communication.” Electronic communication includes e-mail, text messages, telephones, cell phones and other handheld devices (such as cell phones, smart phones, writing tablets, or iPads), fax machines, and online services including the Internet.

“Electronic information” is any information created by an employee using computers or any means of electronic communication, including but not limited to, data, messages, multimedia data, and files. The following general policies apply:

- Computers and all data transmitted through Company servers are property owned by the Company for the purpose of conducting Company business. These items must be maintained according to Company rules and regulations. Computers must be kept clean and employees must exercise care to prevent loss and damage. Prior authorization must be obtained before any Company property may be removed from the premises.
- All electronic communications also remain the sole property of the Company and are to be used for Company business. For example, e-mail messages are considered Company records.
- Electronic information created by an employee using any computer or any means of electronic communication is also the property of the Company and remains the property of the Company.
- Information stored in Company computers and file servers, including without limitation resident and/or client lists, vendor lists, proprietary information, forms, etc., is the property of the Company and may not be distributed outside the Company in any form whatsoever without the written permission of the CEO of the Company.
- Violation of any of the provisions of this policy, whether intentional or not, will subject Company employees to disciplinary action up to and including termination.

Monitoring of Company Property

The Company reserves the right to inspect all Company property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee’s presence. The Company computers and all electronic communications and electronic information are subject to monitoring and no one should expect privacy regarding such use. The Company reserves the right to access, review and monitor electronic files, information, messages, text messages, e-mail, Internet history, browser-based webmail systems and other digital archives and to access, review and monitor the use of computers, software, and electronic communications to ensure that no misuse or violation of Company policy or any law occurs. E-mail may be monitored by the Company and employees should have no expectation of privacy with respect to Company e-mails they send or receive. Assume that e-mail may be accessed, forwarded, read or heard by someone other than the intended recipient, even if marked as “private.”

Employee passwords may be used for purposes of security, but the use of a password does not affect the Company’s ownership of the electronic information or ability to monitor the information. The Company may override an employee’s password for any reason.

Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by Company management.

Prohibited Use

All existing Company policies apply to employee use of computers, electronic communications, electronic information, and the Internet. This includes policies that deal with misuse of Company assets or resources. It is a violation of Company policy to use computers, electronic communications, electronic information, or the Internet, in a manner that: is discriminatory, harassing or obscene; constitutes copyright or trademark infringement; violates software licensing rules; is illegal; or is against Company policy. It is also a violation of policy to use computers, electronic communications, electronic information, or the Internet to communicate confidential or sensitive information or trade secrets.

The display of any kind of sexually explicit multimedia content, message, or document on any Company computer is a violation of the Company’s policy against sexual harassment.

This description of prohibited usage is not exhaustive, and it is within the discretion of the Company to determine if there has been a violation of this policy. Employees that engage in prohibited use will be subject to discipline and/or immediate termination. This policy is not intended to limit the ability of employees to discuss with other employees the terms and conditions of their employment, including such topics as wages, job performance, workload, supervisors, or staffing.

Computer and Internet Use

The Company provides computers, electronic communications, electronic information, and information technology resources, including the Internet, to its employees to help them do their job. Generally, these Company resources should be used for business related purposes. However, the Company recognizes that occasional personal use of these Company resources and property may occur during working time. The Company allows such occasional personal use as long as the usage does not interfere with the employee's work performance, take away from work time, consume supplies, slow other users, slow the servers or computer systems, or tie up printers or other shared resources, or violate any Company policy, including policies against harassment, discrimination and disclosure of confidential or trade secret information.

This policy is not intended to limit the ability of employees to use Company e-mail systems to communicate with other employees regarding the terms and conditions of their employment, including such topics as wages, job performance, workload, supervisors or staffing.

All policies relating to monitoring usage of Company property apply. The company reserves the right to adjust this policy on a case-by-case basis as it deems appropriate.

Social Media

The Company uses social media in limited circumstances for defined business purposes. Social media is a set of internet tools that aid in the facilitation of interaction between people online. Employees who have specific questions about which programs the Company deems to be social media, should consult with their department heads or with the Human Resources Director.

Use of Internet based programs such as Facebook, LinkedIn, and Twitter (this is not meant to be an exhaustive list) may be used in furtherance of Company goals. However, only authorized individuals are allowed to speak/write in the name of the Company using the social media tools of the Company, such as the Company Facebook page, the Company blog, the Company Twitter account. Department heads will authorize employees, in writing, if they can use these Company social media tools to perform their job duties. Authorized individuals using the Company social media tools shall identify themselves honestly, accurately and completely, and comply with all Company policies in using this media.

The employee's authorization is limited to business purposes. Personal use of these Company social media tools or programs is prohibited and can result in discipline up to and including termination. All policies relating to monitoring usage of Company property apply.

Employees can use their own personal devices to engage in social media during non-working times, such as breaks and meal periods; however, all other Company policies against inappropriate usage, including the Company's no tolerance for discrimination, harassment or retaliation in the workplace, and protection of confidential and trade secret information apply.

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

Employee-owned Devices

The Company recognizes that occasional use of the employee's own computers (including handheld devices) and electronic communications may occur during working time. The Company allows such occasional personal use as long as the usage does not interfere with the employee's work performance, take away from work time or violate any Company policy. All other company policies, including the Company's no tolerance for discrimination, harassment or retaliation in the workplace

apply. The Company reserves the right to adjust this policy on a case-by-case basis as it deems appropriate.

If your position involves providing direct service to members and/or participants, you are not permitted to use your personal mobile communication device(s) while working. Lifeguards, childcare and/or employees who provide direct service to members are not permitted to use cell phones. If you have an emergency situation that requires you to use your mobile device, you must notify your supervisor before taking or making the call or text so that you can be relieved from your duties to attend to the situation. Phones are to be silenced or be on vibrate while working.

You may not use mobile communications devices (e.g., cell phones) while driving for the YMCA. If you need to contact someone, you are expected to safely park before doing so. This applies to making or receiving calls, texting, e-mailing, etc.

EMPLOYER PROPERTY

Lockers, furniture, desks, computers, cell phones, data processing equipment/software, vehicles, and other company-owned property are Company property and must be maintained according to Company rules and regulations. They must be kept clean and are to be used only for work-related purposes. The Company reserves the right to inspect all Company property including computer or phone data or messages to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence. Prior authorization must be obtained before any Company property may be removed from the premises.

For security reasons, employees should not leave personal belongings of value in the workplace. Terminated employees should remove any personal items at the time they leave the Company. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

Company voicemail and/or electronic mail (e-mail) including texting, pagers and mobile e-mail are to be used for business purposes. The Company reserves the right to monitor voicemail messages, and e-mail messages, and texts to ensure compliance with this rule, without notice to the employee and at any time, not necessarily in the employee's presence.

The Company may periodically need to assign and/or change "passwords" and personal codes for voicemail, e-mail, cell phones, pagers, etc. These communication technologies and related storage media and databases are to be used only for Company business and they remain the property of the Company. The Company reserves the right to keep a record of all passwords and codes used and/or may be able to override any such password system. Messages on the company voicemail and e-mail systems are subject to the same company policies against discrimination and harassment as are any workplace communications. Offensive, harassing or discriminatory content in such messages will not be tolerated.

PERSONAL USE OF COMPANY CELL PHONE

Cell phones (including handheld devices and smart phones such as iPhones) may be provided to some employees to assist them in performing their job. Cell phones are company property. Data (including web browsing), messages (including voicemail, mobile e-mail, and text messaging), and other stored electronic information is subject to monitoring and the employee does not have an expectation of privacy in the use of this Company property.

The Company may ask an employee to assign a password to your Company cell phone to prevent unauthorized access. This password does not affect the Company's ownership of the cell phone or ability to monitor the information.

Company cell phones must not be used in any manner that violates any other Company policy, including safety policies, confidentiality policies, electronic and social media policies and policies against discrimination and harassment.

Employees are prohibited from using Company-issued cell phones and any other Company property to conduct personal business. Employees who are provided a Company cell phone may use the phone for personal reasons only in the case of an emergency. Other personal use is prohibited.

SOLICITATION, DISTRIBUTION, AND COMMUNICATION WITH EMPLOYEES

Employees may engage in solicitation on Company premises only during their nonworking time. Nonworking time means time during meals or breaks and before or after work.

Employees may distribute or circulate non-Company written materials only during nonworking time and only in non-work areas. If an employee is not certain whether an area is a work or non-work area, they should consult their immediate supervisor for clarification.

Solicitation or distribution in any way connected with the sale of any goods or services for profit is strictly prohibited anywhere on Company property at any time. Similarly, solicitation or distribution of literature for any purpose by non-employees is strictly prohibited on Company property at any time. The sole exception to the Company's no-solicitation rule applies to the Company's annual participation in the YMCA Annual Campaign.

The Company has bulletin boards located throughout the facility for the purpose of communicating with employees. Postings on these boards are limited to items posted by the Company, including statutory and legal notices, safety and disciplinary rules, Company policies, memos of general interest relating to the Company, local operating rules, and other Company items. All postings require the prior approval of the Company. No postings will be permitted for any other purpose.

EMPLOYEE CONDUCT

HARASSMENT, DISCRIMINATION AND RETALIATION PREVENTION

The Company is an equal opportunity employer. The Company is committed to providing a work environment free of harassment, discrimination, retaliation, and disrespectful or other unprofessional conduct based on race, religion (including religious dress and grooming practices), color, sex/gender (including pregnancy, childbirth, breastfeeding or related medical conditions), sex stereotype, gender identity/gender expression/transgender (including whether or not you are transitioning or have transitioned) and sexual orientation, national origin (including language use restrictions and possession of a driver's license to establish the right to work in the United States), ancestry, physical or mental disability, medical condition, genetic information, marital status, registered domestic partner status, age, sexual orientation, military and veteran status or any other basis protected by federal, state or local law or ordinance or regulation. It also prohibits discrimination, harassment, disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having those characteristics.

In addition, the Company prohibits retaliation against individuals who raise complaints of discrimination or harassment or who participate in workplace investigations.

All such conduct violates Company policy.

Harassment Prevention

The Company's policy prohibiting harassment applies to all persons involved in the operation of the Company. The Company prohibits harassment, disrespectful or unprofessional conduct by any employee of the Company, including supervisors, managers and co-workers. The Company's anti-harassment policy also applies to vendors, customers, independent contractors, unpaid interns, volunteers, persons providing services pursuant to a contract and other persons with whom you come into contact while working.

Prohibited harassment, disrespectful or unprofessional conduct includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, comments, posts or messages;
- Visual displays such as derogatory and/or sexually oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests or sexual advances as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors;
- Retaliation for reporting or threatening to report harassment; and
- Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law or by company policy.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of their gender can amount to sexual harassment, regardless of whether the treatment is motivated by sexual desire.

Prohibited harassment is not just sexual harassment but harassment based on any protected category.

Non-Discrimination

The Company is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in Company operations. The Company prohibits unlawful discrimination against any job applicant, employee or unpaid intern by any employee of the Company, including supervisors and coworkers.

Pay discrimination between employees of the opposite sex or between employees of another race or ethnicity performing substantially similar work, as defined by the California Fair Pay Act and federal law, is prohibited. Pay differentials may be valid in certain situations defined by law. Employees will not be retaliated against for inquiring about or discussing wages. However, the Company is not obligated to disclose the wages of other employees.

Anti-Retaliation

The Company will not retaliate against you for filing a complaint or participating in any workplace investigation and will not tolerate or permit retaliation by management, employees or co-workers.

Reasonable Accommodation

Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship.

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

Any job applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the Human Resources Director and discuss the need for an accommodation. The Company will engage in an interactive process with the employee to identify possible accommodations, if any that will help the applicant or employee perform the job. An applicant, employee or unpaid intern who requires an accommodation of a religious belief or practice (including religious dress and grooming practices, such as religious clothing or hairstyles) should also contact the Human Resources Director and discuss the need for an accommodation. If the accommodation is reasonable and will not impose an undue hardship, the Company will make the accommodation.

The Company will not retaliate against you for requesting a reasonable accommodation and will not knowingly tolerate or permit retaliation by management, employees or co-workers.

Complaint Process

If you believe that you have been the subject of harassment, discrimination, retaliation or other prohibited conduct, bring your complaint to your supervisor, any other Company supervisor, the Human Resources Director, the personnel supervisor, the office supervisor, office manager, or the CEO of the Company as soon as possible after the incident. You can bring your complaint to any of these individuals. If you need assistance with your complaint, or if you prefer to make a complaint in person, contact the Human Resources Director, the personnel supervisor or the CEO of the Company. Please provide all known details of the incident or incidents, names of individuals involved and names of any witnesses. It would be best to communicate your complaint in writing, but this is not mandatory.

The Company encourages all individuals to report any incidents of harassment, discrimination, retaliation or other prohibited conduct forbidden by this policy immediately so that complaints can be quickly and fairly resolved.

You also should be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment, discrimination and retaliation in employment. If you think you have been harassed or discriminated against or that you have been retaliated against for resisting, complaining or participating in an investigation, you may file a complaint with the appropriate agency.

Supervisors must refer all complaints involving harassment, discrimination, retaliation or other prohibited conduct to the Human Resources Director, or CEO of the Company so the Company can try to resolve the complaint.

When the Company receives allegations of misconduct, it will immediately undertake a fair, timely, thorough and objective investigation of the allegations in accordance with all legal requirements. The Company will reach reasonable conclusions based on the evidence collected.

The Company will maintain confidentiality to the extent possible. However, the Company cannot promise complete confidentiality. The employer's duty to investigate and take corrective action may require the disclosure of information to individuals with a need to know.

Complaints will be:

- Responded to in a timely manner;
- Kept confidential to the extent possible;
- Investigated impartially by qualified personnel in a timely manner;
- Documented and tracked for reasonable progress;
- Given appropriate options for remedial action and resolution; and
- Closed in a timely manner.

If the Company determines that harassment, discrimination, retaliation or other prohibited conduct has occurred, appropriate and effective corrective and remedial action will be taken in accordance with the circumstances involved. The Company also will take appropriate action to defer future misconduct.

Any employee determined by the Company to be responsible for harassment, discrimination, retaliation or other prohibited conduct will be subject to appropriate disciplinary action, up to, and including termination. Employees should also know that if they engage in unlawful harassment, they can be held personally liable for the misconduct.

WORKPLACE BULLYING

The Company defines bullying as repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against others, at the place of work and/or in the course of employment. All employees must be treated with dignity and respect.

The purpose of this policy is to communicate to all employees, including supervisors and managers that the Company will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined, up to and including termination. The Company considers the following types of behavior examples of bullying:

Verbal Bullying: slandering, ridiculing or maligning a person or their family, persistent name calling which is hurtful, insulting or humiliating; using a person as a butt of jokes; abusive and offensive remarks; malicious gossip; yelling, screaming, threatening, and other demeaning behavior and/or comments.

Physical Bullying: pushing; shoving; kicking; poking; tripping; assault, or threat of physical assault; damage to a person's work area or property.

Gesture Bullying: non-verbal threatening gestures; glances which can convey threatening messages.

Cyber Bullying: willful and repeated harm inflicted through the use of computers, cell phones and other electronic devices.

Exclusion: socially or physically excluding or disregarding a person in work-related activities.

BUSINESS CONDUCT AND ETHICS

All employees are expected to act ethically, and conform to all policies of the Company, all applicable laws, and in the best interest of the Company. No employee should weaken the Company's interest to strengthen their own, nor should an employee use their position at the Company to unfair personal advantage. Employees must act in a fair and impartial manner in all business dealings and must not create a perception that they are subject to undue influence. In deciding whether to accept a business courtesy, employees are expected to use good business judgment, consider the perception created by accepting a courtesy and ask questions when in doubt. These behaviors promote professional relationships and practices and a reputation for integrity.

The Company permits the receiving of common business courtesies by an employee that may be gifted by a customer, vendor, member or participants as a business courtesy gift. A "business courtesy gift" is a gift traditionally presented in a culture as a gesture of goodwill or in celebration of a life event. Examples of business courtesies may include a floral bouquet/plant, a fruit basket, a birthday gift of reasonable value, or a congratulatory gift in celebration of a milestone anniversary. The reasonable value of a gift should not exceed \$100, and only on a limited basis. Employees shall advise their supervisor, manager or department head if they receive any such gifts. Under no circumstances should cash ever be accepted by a Company employee as a gift.

CONDUCTING PERSONAL BUSINESS

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

CONFIDENTIAL INFORMATION

Each employee is responsible for safeguarding the confidential information obtained during employment.

In the course of an employee's work, an employee may have access to trade secrets or similarly protected proprietary or confidential information regarding the Company's business (such as financial data, marketing or business plans or strategies, suppliers, business partners or customers). All employees have a responsibility to prevent revealing or divulging any such information unless it is necessary to do so in the performance of their duties or as required by law.

Access to, or disclosure of, confidential information should be on a “need-to-know” basis and must be authorized by the employee’s supervisor. Any breach of this policy will not be tolerated, and legal action may be taken by the Company.

This policy does not prohibit employees from confidentially disclosing trade secret; proprietary or confidential information to federal, state and local government officials, or to an attorney, when done to report or investigate a suspected violation of the law. Employees may also disclose the information in certain court proceedings if specific procedures to protect the information are followed. Nothing in this policy is intended to conflict with 18 U.S.C. sec. 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. sec. 1833(b).

CONFLICTS OF INTEREST

All employees must avoid situations involving actual conflict of interest. Personal or romantic involvement with a vendor, supplier or subordinate employee of the Company which impairs an employee’s ability to exercise good judgment on behalf of the Company, can create an actual conflict of interest. Supervisor-subordinate romantic or personal relationships also can lead to supervisory problems, possible claims of sexual harassment, and morale problems.

An employee involved in any of the types of relationships or situations described in this policy should immediately and fully disclose the relevant circumstances to their immediate supervisor, any other appropriate supervisor, or the Human Resources Director, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the Company may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

CUSTOMER RELATIONS

Employees are expected to be polite, courteous, prompt, and attentive to every customer. When an employee encounters an uncomfortable situation that they do not feel capable of handling, the employee’s supervisor, manager or the Human Resources Director should be called immediately.

Ours is a service business and all employees must remember that the customer always comes first. Customers are to be treated courteously and given proper attention at all times. Employees are reminded to never regard a customer’s question or concern as an interruption or an annoyance. All employees are expected to respond to inquiries from customers, whether in person or by telephone, promptly and professionally. All correspondence and documents to customers or others must be prepared neatly and error free. Attention to accuracy and detail in all paperwork demonstrates your commitment to those with whom we do business.

DRESS CODE AND OTHER PERSONAL STANDARDS

Because an employee is a representative of the Company in the eyes of the public, each employee must report to work properly groomed and wearing appropriate clothing for the position in which they work.

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image the Company presents to its customers, vendors, members or participants. Employees should dress according to the requirements of their positions. This is particularly true if an employee’s job involves dealing with customers, vendors, members or participants in person. Business casual attire is required of employees in office positions. Employees who appear for work inappropriately dressed will be sent home and directed to return to work in proper attire. Out of consideration for others, employees should avoid wearing strong perfume, cologne, or after shave.

Employees that are required to wear uniforms provided by the Company must take care of their uniforms and report any wear or damage to their supervisors. Supervisors will inform employees of additional requirements regarding acceptable attire. Without unduly restricting individual tastes, the following personal appearance guidelines should be followed:

- Closed toed shoes must be worn in childcare camps or after school care setting;

- Mustaches and beards must be clean, well-trimmed and neat; and
- Tattoos must be appropriate, not offensive, inappropriate tattoos may be required to be covered

This dress code policy will not be enforced in a manner that discriminates against anyone based on a protected class, such as race, sex, gender identity or gender expression, religion, national origin or any other class protected by federal, state or local law. For more information, see the Harassment, Discrimination and Retaliation Prevention policy. Employees who need a reasonable accommodation because of religious beliefs, observances or practices should contact the Human Resources Director and discuss the need for accommodation.

The Company may issue more specific guidelines concerning any exceptions to this policy.

DRUG AND ALCOHOL ABUSE

The Company takes seriously, and is concerned about the use of alcohol, illegal drugs under state or federal law (including marijuana), or controlled substances as it affects the workplace. Use of these substances, whether on or off the job can detract from an employee's work performance, efficiency, safety, and health, and seriously impair Company operations. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the Company to the risks of property loss or damage, or injury to other persons.

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

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

The following rules and standards of conduct apply to all employees while on Company property, at work or working on Company business. The following are strictly prohibited by Company policy:

- Being under the influence of, or impaired by, an illegal or controlled substance, alcohol or marijuana while on the job.
- Using or possessing illegal or controlled substances, alcohol or marijuana while on the job (including the illegal use of prescription drugs and possessing drug paraphernalia);
- Distributing, selling, or purchasing of an illegal or controlled substance, alcohol or marijuana while on the job.

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

Drug Testing

Reasonable Suspicion Testing:

If a supervisor or manager has a reasonable suspicion that the employee is working in an impaired condition or otherwise engaging in conduct that violates this Policy, the employee will be asked about any observed behavior and offered an opportunity to give a reasonable explanation. If the employee is unable to explain the behavior, they will be asked to take a drug test in accordance with the procedures outlined below.

If the employee refuses to cooperate with the administration of the drug test, the refusal will be handled in the same manner as a positive test result.

Procedures for Drug Testing:

The Company will refer the applicant or employee to an independent medical clinic or laboratory, which will administer the test. The Company will pay the cost of the test and reasonable transportation costs to the testing facility. The employee will have the opportunity to alert the clinic

or laboratory personnel to any prescription or non-prescription drugs that they have taken that may affect the outcome of the test. All drug testing will be performed by urinalysis. Initial screening will be done by a qualified testing facility.

The clinic or laboratory will inform the Company as to whether the applicant passed or failed the drug test. An employee who fails the test will be considered to be in violation of this Policy and will be subject to discipline accordingly.

Acknowledgment and Consent:

Any employee subject to testing under this policy will be asked to sign a form acknowledging the procedures governing testing, and consenting to (1) the collection of a urine sample for the purpose of determining the presence of alcohol or drugs, and (2) the release to the Company of medical information regarding the test results. Refusal to sign the agreement and consent form, or to submit to the drug test, will result in the revocation of an applicant's job offer, or will subject an employee to discipline up to and including termination.

Confidentiality:

All drug testing-records will be treated as confidential.

In order to enforce this policy, the Company reserves the right to conduct searches of Company property or employees and/or their personal property and to implement other measures necessary to deter and detect abuse of this policy.

An employee's conviction on a charge of illegal sale or possession of any controlled substance while off Company property will not be tolerated because such conduct, even though off-duty, reflects adversely on the Company. In addition, the Company must keep people who sell or possess controlled substances off Company premises in order to keep the controlled substances themselves off the premises.

The Company will encourage and reasonably accommodate employees with alcohol, marijuana or drug dependencies to seek treatment and/or rehabilitation. Employees desiring such assistance should request a treatment or rehabilitation leave. The Company is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug, alcohol or marijuana use, nor is the Company obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency.

Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect the Company's treatment of employees who violate the regulations described previously. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

SMOKING

Smoking is prohibited at this workplace. The smoking prohibition applies to all smoking devices, including, but not limited to, the use of electronic smoking devices, such as electronic cigarettes, pipes, hookahs, and vaping devices.

Smoking in company-owned vehicles (if applicable) is also prohibited.

NEWS AND MEDIA CONTACTS

Employees may be approached for interviews or comments by the news media. Only PR designee or the CEO of the Company may comment to news reporters on Company policy or events relevant to the Company. This policy does not limit an employee's right to discuss the terms and conditions of their employment, or to try and improve these conditions.

OFF-DUTY CONDUCT

While the Company does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the Company's legitimate business interests. Off-duty conduct by an employee that directly conflicts with the Company's essential business interests and disrupts business operations will not be tolerated.

PROHIBITED CONDUCT

Employees are expected to conduct themselves in a manner to further the Company's objectives. The following conduct is prohibited and will not be tolerated by the Company. ***This list of prohibited conduct is illustrative only***; other types of conduct that threaten security, personal safety, employee welfare and Company operations also may be prohibited and will result in disciplinary action up to and including termination.

- Falsifying employment records, employment information, or other Company records;
- Inefficient or careless performance of job responsibilities or inability to perform job duties satisfactorily;
- Recording the work time of another employee or allowing any other employee to record their work time, or falsifying any timecard, either the employee's own or another employee's;
- Theft and deliberate or careless damage or destruction of any Company property, or the property of any employee or customer;
- Removing, borrowing or lending Company property without prior authorization;
- Unauthorized use or misuse of Company equipment, time, materials, or facilities;
- Provoking a fight or fighting during working hours or on Company property;
- Participating in horseplay or practical jokes on Company time or on Company premises;
- Carrying firearms or any other dangerous weapons on Company premises at any time;
- Causing, creating, or participating in a disruption of any kind during working hours on Company property;
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management;
- Using abusive, threatening or intimidating language at any time on Company premises;
- Violation of Company punctuality and attendance policies. Absences protected by state or federal law do not count as violations of this policy. Protected paid sick time under California law does not count as a violation of this policy;
- Failing to obtain permission to leave work for any reason during normal working hours, not including meal periods;
- Failing to notify a supervisor when unable to report to work;
- Unreported absences of scheduled workdays, notwithstanding absences protected by applicable federal or state laws;
- Excessive absenteeism, tardiness or pattern absences;
- Failing to observe working schedules, including rest and lunch periods;
- Sleeping or malingering while on duty;

- Making or accepting excessive personal telephone calls or texts during working hours, except in cases of emergency or extreme circumstances;
- Working overtime without authorization or refusing to work assigned overtime;
- Violation of Company dress standards;
- Violating any safety, health, security or Company policy, rule, procedure or violation of the Company's drug and alcohol policy;
- Committing a fraudulent act or a breach of trust under any circumstances;
- Violating the Company's Harassment, Discrimination and Retaliation Prevention Policy; and
- Failing to promptly report work-related injury or illness.

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

PROHIBITED USE OF ELECTRONIC DEVICES WHILE DRIVING

In the interest of the safety of our employees and other drivers, Company employees are prohibited from using cell phones (including all smart phones) or other wireless communication devices (including laptops) while driving on Company business, Company property and/or Company time. This prohibition includes any use of a cell phone or other wireless communications device, such as answering or placing call, engaging in conversations, texting, Web browsing or using any smart phone application while driving.

If an employee's job requires that they keep the cell phone or other wireless communications device turned on while driving, the employee must use a hands-free, voice-operated device at all times. Under no circumstances should employees place phone calls while operating a motor vehicle while driving on Company business and/or Company time. The Company recommends preprogramming frequently used numbers into employees' phones rather than looking up numbers before dialing them. Violating this policy is a violation of law and a violation of Company rules.

Employees Under Age 18

A person under the age of 18 years is prohibited from driving a motor vehicle while using a wireless telephone, even if equipped with a hands-free device, or while using a mobile services device. The prohibition would not apply to such a person using a wireless telephone or a mobile service device for emergency purposes.

Writing, sending, or reading text-based communication – including text messaging, instant messaging, e-mail, web browsing and use of smart phone applications – on any wireless device or cell phone while driving is also prohibited under this policy unless the device is specifically designed and configured to allow voice-operated and hands-free operation to dictate, send, or listen, and it is used in that manner while driving.

Violating this policy is a violation of law and a violation of Company rules.

PUNCTUALITY AND ATTENDANCE

Employees of the Company are expected to be punctual and regular in attendance. Any tardiness or absence causes problems for their supervisors and fellow employees. When an employee is absent, their assigned work must be performed by others.

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

If an employee is unable to report for work on any particular day, they must provide reasonable advance notice to their supervisor before the time they are scheduled to begin working for that day. Employees must inform their supervisor of the expected duration of any absence. If an employee fails to provide reasonable advance notice before their scheduled time to begin work and does not arrive in time for their assigned shift, they will be considered tardy for that day. If the circumstances for the tardiness or absence were unforeseen, an employee should inform their supervisor as soon as practical of the reason for the tardiness or absenteeism.

Excessive absenteeism or tardiness, abuse of leave laws or providing false leave information will not be tolerated. Generally, if you fail to report to work without any notification to your supervisor for a period of 3 days, the Company will consider that you have voluntarily abandoned your employment.

Absences protected by local, state and federal law do not count as a violation of the punctuality and attendance policy. Paid sick time protected under California law does not count as a violation of this policy.

HEALTH AND SAFETY

All employees are responsible for their own safety, as well as that of others in the workplace. To help us maintain a safe workplace, everyone must be safety-conscious at all times. Employees shall report all work-related injuries or illnesses immediately to their supervisor or Human Resources Director. In compliance with California law, and to promote the concept of a safe workplace, the Company maintains an Injury and Illness Prevention Program (“IIPP”) along with a COVID-19 Prevention Program. Both the Injury and Illness Prevention Program and the COVID-19 Prevention Program (CPP) are available for review by employees and/or their authorized representative.

RECREATIONAL ACTIVITIES AND PROGRAMS

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

SECURITY

The Company has developed guidelines to help maintain a secure workplace. Employees should be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Employees are encouraged to report any suspicious persons or activities to immediate supervisor, Human Resources Director, CEO of the Company or law enforcement.

It is important that office employees secure their desks or office at the end of the day. When called away from the work area for an extended length of time, employees should not leave valuable and/or personal articles in or around their workstations that may be accessible. The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify their supervisor when unknown persons are acting in a suspicious manner in or around the facilities, or when keys, company property or computers are missing.

WORKPLACE VIOLENCE

The Company has no tolerance for acts or threats of violence. A threat includes, but is not limited to, any indication of an intent to harm a person or company property. Threats may be communicated verbally or nonverbally and may be direct or indirect. All such acts or threats of violence will be taken seriously and will lead to discipline up to and including termination of employment.

Every employee is expected and has a responsibility to assist in maintaining a violence free work environment. Therefore, each employee is expected to report any incident which may be threatening to you or your co-workers or any event that you reasonably believe is threatening or violent.

HEAT ILLNESS

The Company is concerned with employee health and safety. Employees who work outside may be exposed to extreme temperatures or adverse working conditions, particularly in the summer months. All supervisors are trained in the recognition and prevention of heat illness. Employees who work outside are encouraged to drink water frequently. Employees who work outside are also allowed and encouraged to take a cool-down rest in the shade of at least five minutes (in addition to the time needed to access the shade) when needed to protect themselves from overheating. These preventative cool-down rests are paid time.

Please refer to the Company's IIPP or talk to your supervisor for details on how to ensure you are protected from heat illness dangers.

TERMINATION OF EMPLOYMENT

INVOLUNTARY TERMINATION AND DISCIPLINE

Violation of Company policies and rules may warrant disciplinary action. The Company has a system of discipline that may include verbal warnings, written warnings, and suspension. The system is not formal, and the Company may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to, and including, immediate termination of employment. The Company's discipline policy in no way limits or alters the at-will employment relationship.

VOLUNTARY RESIGNATION

Voluntary resignation results when an employee voluntarily quits their employment at the Company or fails to report to work on scheduled workdays without notice to, or approval by, their supervisor (unless the absence is protected by law). All Company-owned property, including vehicles, keys, uniforms, identification badges, credit cards, and other company property must be returned immediately upon termination of employment.

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

VERIFICATION OF PRIOR EMPLOYMENT / REFERENCES

All requests for references must be directed to the Human Resources Director. No manager, supervisor, or employee is authorized to release references for current or former employees.

Disclosure of personnel information to outside sources will be limited. However, the Company will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required. By policy, the Company discloses only the dates of employment and the title of the last position held of former employees.

If an employee authorizes a disclosure of previous employment and/or salary, in writing, the Company will comply with said request.

Confirmation of Receipt of Employee Handbook Employment At-Will Acknowledgement

Carefully read this employee handbook, complete, and return this portion to the Company within two weeks of employment:

I acknowledge that I have received a copy of the Company's employee handbook. I understand that I am responsible for reading the Handbook and for knowing and complying with the policies set forth in the handbook during my employment with the Company.

I further understand, however, that the policies contained in the Handbook are guidelines only and are not intended to create any contractual rights or obligations, express or implied, and shall not be construed to create any type of right to a "fair procedure" prior to termination or other disciplinary action. I also understand that, except for the Company's at-will employment policy, the Company may amend, interpret, modify, or withdraw any of the provisions of the Handbook at any time in its sole discretion, with or without notice. Furthermore, I understand that because the Company cannot anticipate every issue that may arise during my employment, if I have any questions regarding any of the Company's policies or procedures, I should consult the Company's Human Resources Director.

I understand and agree that my relationship with the Company is "at-will," which means that my employment is for no definite period and may be terminated by me or by the Company at any time and for any reason, with or without cause or advance notice. I also understand that the Company may demote or discipline me or otherwise alter the terms of my employment at any time at its sole discretion, with or without cause or advance notice.

I understand and agree that the terms of this Acknowledgment may not be modified or superseded except by a written agreement signed by me and the CEO of the Company, that no other employee or representative of the Company has the authority to enter into any such agreement, and that any agreement to employ me for any specified period of time or that is otherwise inconsistent with the terms of this Acknowledgment will be unenforceable unless in writing and signed by me and the CEO of the Company. I further understand and agree that if the terms of this Acknowledgment are inconsistent with any policy or practices of the Company now or in the future, the terms of this Acknowledgment shall control.

Finally, I understand and agree that this acknowledgment contains a full and complete statement of the agreements and understandings that it recites, that no one has made any promises or commitments to me contrary to the foregoing, and that this Acknowledgment supersedes all previous agreements, whether written or oral, express or implied, relating to the subjects covered in this Acknowledgment.

I have carefully read this Confirmation of Receipt of Employee Handbook Employment At-Will Acknowledgement.

Date: _____

Signature: _____

Printed Name: _____

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Confirmation of Receipt of Employee Handbook Employment At-Will Acknowledgement

Carefully read this employee handbook, complete, and return this portion to the Company within two weeks of employment:

I acknowledge that I have received a copy of the Company's employee handbook. I understand that I am responsible for reading the Handbook and for knowing and complying with the policies set forth in the handbook during my employment with the Company.

I further understand, however, that the policies contained in the Handbook are guidelines only and are not intended to create any contractual rights or obligations, express or implied, and shall not be construed to create any type of right to a "fair procedure" prior to termination or other disciplinary action. I also understand that, except for the Company's at-will employment policy, the Company may amend, interpret, modify, or withdraw any of the provisions of the Handbook at any time in its sole discretion, with or without notice. Furthermore, I understand that because the Company cannot anticipate every issue that may arise during my employment, if I have any questions regarding any of the Company's policies or procedures, I should consult the Company's Human Resources Director.

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I have carefully read this Confirmation of Receipt of Employee Handbook Employment At-Will Acknowledgement.

Date: _____

Signature: _____

Printed Name: _____

Copy for Personnel File