{{ text\_company\_legal\_name|upper }}
EMPLOYEE HANDBOOK

Welcome to {{ text\_company\_legal\_name }} (“{{ text\_company\_short\_name }}” or the “Company”). {{ text\_company\_short\_name }} appreciates your willingness to come work for the Company, and {{ text\_company\_short\_name }} looks forward to a mutually satisfactory employment relationship with you. This Employee Handbook (the “Handbook”) details many of the Company’s more significant employment policies and practices as they relate to you and your fellow employees, while at the same time providing you with an overview of the benefits to which you may be entitled as an employee of {{ text\_company\_short\_name }}.

PLEASE REMEMBER THAT THIS HANDBOOK DOES NOT, AND NEVER WILL, CONSTITUTE AN EMPLOYMENT AGREEMENT WITH {{ text\_company\_short\_name|upper }}, AND YOU SHOULD NEVER VIEW IT AS SUCH.

**In fact, it is important for you to remember that at all times during your employment with {{ text\_company\_short\_name }}, you shall be an at-will employee, and nothing contained in this Handbook is intended to alter the at-will relationship between you and the Company. Being an at-will employee means that {{ text\_company\_short\_name }} may terminate your employment at any time with or without notice or cause. By signing the acknowledgment page of this Handbook, you are acknowledging that you were provided a copy of the Handbook and were encouraged to both read it and ask questions about any part that you did not understand.**

# JOB DESCRIPTION, WORK HOURS, AND CLASSIFICATION

## Job Description & Work Hours

Your initial job duties are set forth in the Job Description addendum attached to this Handbook as ***Exhibit “A.”*** If you have any questions about your work hours, duties, or responsibilities, please talk with {{ text\_hr\_person }}.

{{ text\_company\_short\_name }} may, in its sole discretion, alter or modify your job duties or work hours for any reason it sees fit. In the event that the Company elects to alter or modify your job duties or work hours, however, it shall provide you with reasonable prior notice.

## Classification

Classification is a fancy word to describe what type of employee you are. For example, you might be a *full-time* employee, or you might be a *part-time* employee. Likewise, you might be an *exempt* employee, while a coworker might be a *non-exempt* employee.

In discussing the differences between exempt v. non-exempt employees, the word “exempt” is, for the most part, meant to describe an employee’s being exempt from the protections of federal and state overtime laws. Exempt employees, who are almost always paid a salary (as opposed to hourly), must earn a certain amount of money *and* fall into 1 or more of several categories of workers (e.g., executives, professionals, etc.).

{{ text\_company\_short\_name }} **has designated you as an *exempt* employee.** This means that you fit into at least 1 of the 5 most common exemptions typically reserved for higher paying jobs with more responsibilities. It also means that you are *not* entitled to increased compensation for working overtime or to specific breaks and meal periods. If you have any questions regarding why you have been designated as exempt, you may discuss the matter with {{ text\_hr\_person }}.

You are considered a full-time employee if you work at least 30 hours per week. Otherwise, you will be deemed a part-time employee.

# WORKWEEK / Paychecks

radio\_exempt\_paid\_how == "Salary Only"

{{ text\_company\_short\_name }} shall pay you a fixed annual salary. You will be paid {{ text\_when\_pay\_employees }} for work performed by you during the prior pay period.

###

radio\_exempt\_paid\_how == "Commission Only"

{{ text\_company\_short\_name }} shall pay you {{ text\_when\_pay\_employees }} on a strictly commission basis. The details regarding how your commissions will be calculated or when your commissions become wages (i.e., when they are actually earned) will be addressed in a separate written document.

###

radio\_exempt\_paid\_how == "Salary & Commission"

{{ text\_company\_short\_name }} shall pay you {{ text\_when\_pay\_employees }}. Your compensation will include both a fixed annual salary and commissions. The details regarding how your commissions will be calculated or when your commissions become wages (i.e., when they are actually earned) will be addressed in a separate written document.

###

{{ text\_company\_short\_name|possessive }} workweek runs from {{ dropdown\_workweek\_begin }} through {{ dropdown\_workweek\_end }}. Subject to limited exceptions, you are entitled to at least 1 day off during every workweek. For specific information regarding your typical work hours and compensation, please refer to the Notice to Employee addendum attached to this Handbook as ***Exhibit “C.”***

Deductions will be made from your paycheck for federal and state withholding and employment taxes, as well as for contributions you have requested to retirement and other employee benefit plans maintained by {{ text\_company\_short\_name }}, if any. Garnishments or other deductions required by law, as well as voluntary deductions you have requested, will also be deducted from your paycheck.

All such deductions, including amounts, will be described on a statement accompanying your paychecks. You should review the statements carefully each time you receive a paycheck, and if you have questions about the nature or amount of any deductions made, you should pose those questions to {{ text\_hr\_person }}.

In the event that you ever receive special compensation (e.g., bonuses) in the form of cash, taxes will be deducted automatically, just as in the case of your regular compensation, and you will be provided with a statement of the specific taxes deducted.

{{ text\_company\_short\_name }} may, in its sole discretion, alter or modify your compensation, or the schedule upon which it pays your compensation, for any reason it sees fit. In the event that {{ text\_company\_short\_name }} elects to alter or modify your compensation or compensation schedule, however, the Company shall provide you with reasonable prior notice.

# Employee Benefit Plans

yn\_exempt\_benefits == "Yes"

choice\_exempt\_benefits\_how\_long == "Upon Hire"

Upon being hired, you will be entitled to participate in any defined employee benefit plans (e.g., health insurance, retirement, profit sharing, etc.) that the Company elects to provide to similarly situated employees, subject of course to specific conditions and limitations inherent in each of those plans. When such participation occurs, {{ text\_hr\_person }} can describe the different benefits to which you are entitled, as well as the steps you need to take to avail yourself of those benefits.

###

choice\_exempt\_benefits\_how\_long != "Upon Hire"

On your {{ choice\_exempt\_benefits\_how\_long }} of employment with {{ text\_company\_short\_name }}, you will be entitled to participate in any defined employee benefit plans (e.g., health insurance, retirement, profit sharing, etc.) that the Company elects to provide to similarly situated employees, subject of course to specific conditions and limitations inherent in each of those plans. When such participation occurs, {{ text\_hr\_person }} can describe the different benefits to which you are entitled, as well as the steps you need to take to avail yourself of those benefits.

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yn\_exempt\_benefits == "No"

At this time, you, along with other similarly situated employees, are not entitled to receive any benefits (e.g., health insurance, retirement, profit sharing, etc.) from {{ text\_company\_short\_name }}.

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{{ text\_company\_short\_name }} may, in its sole discretion, alter or modify its benefits package. In the event that {{ text\_company\_short\_name }} elects to alter or modify its benefits policies, however, it shall provide you with reasonable prior notice.

# Expense Reimbursement

## General

multi\_exempt\_expense\_not\_reimbursed|length == 0

{{ text\_company\_short\_name }} shall reimburse you for any necessary business-related expenses incurred in the performance of your job duties. Whether an expense is “necessary” or not depends upon several factors. If you’re unsure whether a particular expense is reimbursable or not, please ask {{ text\_hr\_person }} before incurring the expense.

###

multi\_exempt\_expense\_not\_reimbursed|length == 1

{{ text\_company\_short\_name }} shall reimburse you for any necessary business-related expenses incurred in the performance of your job duties. However, certain types of expenses are never reimbursable absent specific written authorization from {{ text\_hr\_person }}. For example, you will not be reimbursed for expenses related to {{ multi\_exempt\_expense\_not\_reimbursed|list\_to\_string|lower }}. If you’re unsure whether a particular expense is reimbursable or not, please ask {{ text\_hr\_person }} before incurring the expense.

###

multi\_exempt\_expense\_not\_reimbursed|length >= 2

{{ text\_company\_short\_name }} shall reimburse you for any necessary business-related expenses incurred in the performance of your job duties. However, certain types of expenses are never reimbursable absent specific written authorization from {{ text\_hr\_person }}. Such non-reimbursable expenses include: {{ multi\_exempt\_expense\_not\_reimbursed|list\_to\_string("roman","; ","and/or ")|lower }}. If you’re unsure whether a particular expense is reimbursable or not, please ask {{ text\_hr\_person }} before incurring the expense.

###

You are, of course, expected to exercise discretion and good business judgment in incurring expenses for which you’re seeking reimbursement. Part of exercising such good judgment is making sure that you’re as careful about reimbursable expenses as you would be if you were spending your own money.

{{ text\_company\_short\_name }} reserves the right to modify its expense reimbursement policies or forms in its sole discretion and without notice to you. Any such modifications, however, will not affect reimbursement of expenses incurred by you prior to the policy change.

## Vehicle-Related Expenses

yn\_mileage\_reimbursement\_irs == "Yes"

There may be times when you will use your personal vehicle for business-related purposes. In such cases, you will be reimbursed for all business-related miles driven at the then current Internal Revenue Service standard mileage rate. The per mile rate of reimbursement shall fully compensate you for all costs associated with your vehicle’s business-related use. For that reason, you should not expect to be reimbursed for any other vehicle-related expenses, including things like gasoline, maintenance, parking/traffic fines, towing charges, or car washes.

There may also be times when you will use a Company owned/leased vehicle while performing your job duties. In the event that you are ever required to purchase fuel for such vehicles, you will either be provided with a Company-owned gasoline charge card, or you will be reimbursed for all fuel-related expenses. The same is true with respect to maintenance, upkeep, and repairs to such Company vehicles.

###

yn\_mileage\_reimbursement\_irs == "No"

There may be times when you will use your personal vehicle for business-related purposes. In such cases, you will be reimbursed for all business-related miles driven at the rate of {{ num\_mileage\_reimbursement\_amount }} cents per mile. The per mile rate of reimbursement shall fully compensate you for all costs associated with your vehicle’s business-related use. For that reason, you should not expect to be reimbursed for any other vehicle-related expenses, including things like gasoline, maintenance, parking/traffic fines, towing charges, or car washes.

There may also be times when you will use a Company owned/leased vehicle while performing your job duties. In the event that you are ever required to purchase fuel for such vehicles, you will either be provided with a Company-owned gasoline charge card, or you will be reimbursed for all fuel-related expenses. The same is true with respect to maintenance, upkeep, and repairs to such Company vehicles.

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Other vehicle-related procedures and requirements are referenced in the Company’s Vehicle Use Agreement, a copy of which shall be provided to you concurrently with this Handbook.

yn\_exempt\_entertain\_clients == "Yes"

## Business Meals & Entertainment

yn\_exempt\_entertain\_clients\_prior\_approval\_req == "Yes"

While {{ text\_company\_short\_name }} will reimburse you for reasonable expenses incurred while entertaining the Company’s clients/customers (e.g., business-related meals, entertainment, etc.), you must obtain pre-approval from {{ text\_hr\_person }} prior to incurring any such expenses.

###

yn\_exempt\_entertain\_clients\_prior\_approval\_req == "No"

{{ text\_company\_short\_name }} will reimburse you for reasonable expenses incurred while entertaining the Company’s clients/customers (e.g., business-related meals, entertainment, etc.).

###

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yn\_exempt\_travel == "Yes"

## Air Travel

yn\_exempt\_travel\_prior\_approval == "Yes"

In the event that you ever have to fly on Company business, air travel reservations should be made as far in advance as possible in order to take advantage of reduced fares. Absent prior approval from {{ text\_hr\_person }} permitting you to purchase a higher priced fare, {{ text\_company\_short\_name }} will only reimburse you for the lowest price coach/economy fares.

Likewise, while you are free to upgrade your seat at your discretion, unless you have obtained prior written approval from {{ text\_hr\_person }} for the higher fare, any increased costs associated with such an upgrade shall not be reimbursed by {{ text\_company\_short\_name }}. You are also free to use any frequent flier miles that you have accumulated to upgrade your seat.

###

yn\_exempt\_travel\_prior\_approval == "No"

In the event that you ever have to fly on Company business, {{ text\_company\_short\_name }} will reimburse you for the reasonable costs associated with your airfare. You are free to accumulate and utilize your frequent flier miles to upgrade your seat, as well.

###

Airline charges for baggage fees shall be reimbursable only in the following circumstances: (i) you are transporting materials related to the performance of your job; (ii) you are traveling on {{ text\_company\_short\_name }} business for longer than 3 days; or (iii) the anticipated baggage charge has been pre-approved by {{ text\_hr\_person }}.

## Hotels/LodgingRental Cars

yn\_exempt\_travel\_prior\_approval == "Yes"

If your job duties ever require you to travel out of town on Company business, {{ text\_company\_short\_name }} will reimburse you for the cost of standard accommodations in reasonably priced hotels. If you wish to stay in more expensive hotels, you must obtain pre-approval from {{ text\_hr\_person }}.

Likewise, {{ text\_company\_short\_name }} will reimburse you for the reasonable costs associated with a rental car. {{ text\_company\_short\_name }} will also reimburse you for any costs of a taxi, Uber, Lyft, or car service if such costs are lower than the costs associated with renting a vehicle, or if you believe renting a vehicle is otherwise impracticable under the circumstances.

###

yn\_exempt\_travel\_prior\_approval == "No"

If your job duties ever require you to travel out of town on Company business, {{ text\_company\_short\_name }} will reimburse you for your reasonable hotel costs.

Likewise, {{ text\_company\_short\_name }} will reimburse you for the reasonable costs associated with a rental car. {{ text\_company\_short\_name }} will also reimburse you for any costs of a taxi, Uber, Lyft, or car service if such costs are lower than the costs associated with renting a vehicle, or if you believe that renting a vehicle is otherwise impracticable under the circumstances.

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yn\_reimburses\_for\_mobile\_usage == "Yes"

## Mobile Phones

choice\_reimburses\_for\_mobile\_usage\_flat\_stipend == "% of Use"

{{ text\_company\_short\_name }} will reimburse you for your actual costs associated with your use of your mobile phone for Company business, including any replacement/repair costs. To be eligible for such reimbursement, you must provide {{ text\_hr\_person }} with a copy of your monthly statement or bill substantiating the costs incurred on your mobile phone related to your business usage. {{ text\_hr\_person }} will then calculate your business-related usage as a percentage of your total usage and divide that number by your total statement amount.

###

choice\_reimburses\_for\_mobile\_usage\_flat\_stipend == "Stipend"

Each pay period, {{ text\_company\_short\_name }} will reimburse you the sum of {{ num\_stipend\_reimbursement }} to compensate you for your business use of your personal mobile device(s). The stipend shall fully compensate you for all costs associated with your mobile device’s business-related use. For that reason, you should not expect to be reimbursed for any other expenses related to your mobile devices, including things like replacement/repair costs, upgrades, call plans, or voice/data charges.

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# TIME OFF &NON-EXTENDED LEAVE

## Holidays

yn\_exempt\_paid\_holidays\_off == "Yes"

check\_exempt\_paid\_holidays|length == 0

Even though {{ text\_company\_short\_name }} offers its exempt employees the above-referenced paid holiday(s) off, from time to time you may be required to work on 1 or more of those days, and in such cases, subject to applicable law, although you will not receive additional compensation for doing so, you will be required to work.

###

check\_exempt\_paid\_holidays|length == 1

Unless you’re otherwise scheduled to work on {{ check\_exempt\_paid\_holidays|list\_to\_string}}, you may take that day off with pay.

Even though {{ text\_company\_short\_name }} offers its exempt employees the above-referenced holiday off, from time to time you may be required to work that day, and in that case, subject to applicable law, you will not receive additional compensation for doing so. In other words, if you must work during the holiday referenced above, you will be paid your normal compensation.

###

check\_exempt\_paid\_holidays|length >= 2

{{ text\_company\_short\_name }} celebrates the following paid holidays: {{ check\_exempt\_paid\_holidays|list\_to\_string("roman","; ","and ") }}.

Even though {{ text\_company\_short\_name }} offers its exempt employees the above-referenced holidays off, from time to time you may be required to work on 1 or more of those days, and in such cases, subject to applicable law, you will not receive additional compensation for doing so. In other words, if you must work during 1 or more of the holidays referenced above, you will be paid your normal compensation.

###

###

yn\_exempt\_paid\_holidays\_off == "No"

Currently, {{ text\_company\_short\_name }} does not offer its exempt employees any holidays off. This means that you are expected to work if your regular work day happens to fall on a state or federal holiday (e.g., Independence Day, Thanksgiving, Christmas, etc.).

###

{{ text\_company\_short\_name }} may, in its sole discretion, modify, expand, or limit its holiday policies without prior notice to you.

## Paid Vacation Time

yn\_exempt\_offer\_pvt == "Yes"

yn\_exempt\_offer\_pvt\_static == "Yes" and choice\_exempt\_accrue\_pvt != "Upon Hire"

As an exempt employee of {{ text\_company\_short\_name }}, you are entitled to {{ num\_exempt\_pvt\_hours\_static }} hours of paid vacation time (“PVT”) every calendar year. You will begin accruing, and may start using, your PVT on your {{ choice\_exempt\_accrue\_pvt }} of employment with the Company.

###

yn\_exempt\_offer\_pvt\_static == "Yes" and choice\_exempt\_accrue\_pvt == "Upon Hire"

As an exempt employee of {{ text\_company\_short\_name }}, you are entitled to {{ num\_exempt\_pvt\_hours\_static }} hours of paid vacation time (“PVT”) every calendar year. You will begin accruing, and may start using, your PVT on your 1st day of employment with the Company.

###

yn\_exempt\_offer\_pvt\_static == "No" and choice\_exempt\_accrue\_pvt != "Upon Hire"

As an exempt employee of {{ text\_company\_short\_name }}, you are entitled to begin accruing and using a certain number of hours of paid vacation time (“PVT”) every calendar year. You will begin accruing, and may start using, your PVT on your {{ choice\_exempt\_accrue\_pvt }} of employment with the Company according to the following table:

|  |  |
| --- | --- |
| **Years Employed** | **Annual PVT(in hours)** |
| Year 1 | {{ number\_hrs\_exempt\_accrue\_year1 }} Hours |
| Year 2 | {{ number\_hrs\_exempt\_accrue\_year2 }} Hours |
| Year 3 | {{ number\_hrs\_exempt\_accrue\_year3 }} Hours |
| Year 4 | {{ number\_hrs\_exempt\_accrue\_year4 }} Hours |
| Year 5 | {{ number\_hrs\_exempt\_accrue\_year5 }} Hours |
| Year 6 | {{ number\_hrs\_exempt\_accrue\_year6 }} Hours |
| Year 7 | {{ number\_hrs\_exempt\_accrue\_year7 }} Hours |
| Year 8 | {{ number\_hrs\_exempt\_accrue\_year8 }} Hours |

###

yn\_exempt\_offer\_pvt\_static == "No" and choice\_exempt\_accrue\_pvt == "Upon Hire"

As an exempt employee of {{ text\_company\_short\_name }}, you are entitled to begin accruing and using a certain number of hours of paid vacation time (“PVT”) every calendar year. You will begin accruing, and may start using, your PVT on your 1st day of employment with the Company according to the following table:

|  |  |
| --- | --- |
| **Years Employed** | **Annual PVT(in hours)** |
| Year 1 | {{ number\_hrs\_exempt\_accrue\_year1 }} Hours |
| Year 2 | {{ number\_hrs\_exempt\_accrue\_year2 }} Hours |
| Year 3 | {{ number\_hrs\_exempt\_accrue\_year3 }} Hours |
| Year 4 | {{ number\_hrs\_exempt\_accrue\_year4 }} Hours |
| Year 5 | {{ number\_hrs\_exempt\_accrue\_year5 }} Hours |
| Year 6 | {{ number\_hrs\_exempt\_accrue\_year6 }} Hours |
| Year 7 | {{ number\_hrs\_exempt\_accrue\_year7 }} Hours |
| Year 8 | {{ number\_hrs\_exempt\_accrue\_year8 }} Hours |

###

Your PVT will accrue at a rate equal to the annual number of hours of PVT to which you’re entitled, divided by the number of pay periods in a year. [*For example, if you’re entitled to 80 hours per year of PVT, and if you’re paid twice per month, then your accrual rate will be 3.333 hours per pay period.*]

{{ text\_company\_short\_name }} reserves the right to pay out part or all of your accrued and unused PVT at the end of every calendar year, or for that matter, at any time it wishes to do so. You should keep in mind, therefore, that simply because you have *accrued* a certain amount of PVT, does not necessarily mean that you will be able to *take* all that time off. If {{ text\_company\_short\_name }} pays out all or part of your accrued and unused PVT, you will have that much less to use.

There may be times when {{ text\_company\_short\_name }} decides *not* to pay out your accrued and unused PVT. At such times, while you will be permitted to carry over your accrued and unused PVT from 1 year to the next, you are not permitted to accrue more than 1.5x your maximum allotted annual PVT. Consequently, once your PVT balance reaches that limit, you may only accrue additional PVT by using your PVT to bring your balance back down below the maximum accrual limit.

While taking PVT, you will be paid the compensation you would otherwise receive for regularly scheduled work during the PVT period.

You must schedule your PVT with {{ text\_hr\_person }} to ensure adequate coverage for the work to be done. While {{ text\_company\_short\_name }} will attempt to honor your vacation scheduling preferences to the extent it is feasible to do so, because such a determination may take several factors into account (e.g., seniority, coverage, fiscal goals, etc.), such scheduling shall be in the Company’s sole discretion.

Subject to applicable law, {{ text\_company\_short\_name }} may, in its sole discretion, alter, modify, or eliminate its PVT policies upon providing you with notice. However, no such alteration, modification, or elimination will affect any unused PVT that you accrued prior to your being notified about the policy change.

###

yn\_exempt\_offer\_pvt == "No"

At this time, you are not entitled to accrue or receive any paid vacation time (“PVT”). This does not apply to paid holidays, which are addressed above, nor does it apply to paid sick leave, which is addressed below.

Subject to applicable law, {{ text\_company\_short\_name }} may, in its sole discretion, alter or modify its PVT policies, at which time you will be notified regarding the details of any policy change(s) that affect you.

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## Sick Leave

yn\_exempt\_sick\_leave\_frontload == "Yes"

You will be entitled to use and be paid for, at your regular rate of pay, up to {{ num\_exempt\_hours\_paid\_sick\_leave }} hours of sick leave per year. Once you’ve reached that limit, you will no longer be entitled to receive pay for any sick time taken.

You will not need to accrue your sick leave over time. Rather, on your 1st day of employment with {{ text\_company\_short\_name }}, and on the 1st day of every subsequent calendar year that you’re employed with {{ text\_company\_short\_name }}, you will receive and be entitled to use all of that year’s allotted sick leave. Each of your paystubs will reflect how much sick leave you’ve used for the year, if any, and how much you have left to use, if any.

###

yn\_exempt\_sick\_leave\_frontload == "No"

You will be entitled to use and be paid, at your regular rate of pay, for up to {{ num\_exempt\_hours\_paid\_sick\_leave }} hours of sick leave per year. Once you’ve reached that limit, you will no longer be entitled to receive pay for any sick time taken.

You will begin accruing your sick leave on your 1st day of employment. You may not, however, use your accrued paid sick leave until you’ve been employed with {{ text\_company\_short\_name }} for 91 days. While you are permitted to accrue 1 hour of sick leave for every 30 hours you work, up to a cap of {{ num\_exempt\_hours\_paid\_sick\_leave\_cap }} hours, you are not entitled to use more than your maximum allotted sick leave. Each of your paystubs will reflect how much sick leave you’ve used for the year, if any, and how much you have left to use, if any.

###

You may utilize your paid sick leave to care for yourself when you are sick, or to care for a family member. You may also utilize your paid sick leave to care for yourself if you have been a victim of domestic violence, stalking, or sexual assault. [*For purposes of this Handbook, and in compliance with California law, “family member” includes your: (i) children, regardless of age, and regardless of whether or not they’re “step,” “foster,” or adopted children; (ii) parents, regardless of whether or not they’re your biological, “step,” “foster,” or adoptive parents, and also including the parents of your registered domestic partner; (iii) spouse; (iv) registered domestic partner; (v) sibling; (vi) grandparent; or (vii) grandchild.*]

If you need to miss work due to an illness, domestic violence, stalking, or sexual assault, you must provide {{ text\_hr\_person }} with notice in advance of the 1st day of your absence, immediately prior to your departure from work, or as soon after your departure as is reasonable under the circumstances. When providing {{ text\_hr\_person }} with such notice, you must report the type of sickness or nature of the absence with which you or a family member are dealing (e.g., taken to address domestic violence, etc.), and the date you expect to return to work. {{ text\_company\_short\_name }} reserves the right to request a doctor’s note at any time during or at the conclusion of your sick leave.

yn\_exempt\_offer\_pvt == "Yes"

If you use all of your paid sick leave during a given year, additional illness-related absences will be counted against your accrued and unused PVT.

###

Keep in mind that {{ text\_company\_short\_name }} depends upon all of its employees, including you, to be present during scheduled work hours. Such dedication on your part is necessary to the Company’s smooth operation and success. For that reason, you may only use your paid sick leave for those times when you or a family member is sick or has suffered with domestic violence, and not, for example, because you want to enjoy a long weekend.

In no event will you ever be entitled to be paid for any accrued and unused sick leave.

{{ text\_company\_short\_name }} may, in its sole discretion, pursuant to applicable law, alter or modify its paid sick leave policy without prior notice to you. No such alteration or modification, however, will affect any unused sick leave that you accrued prior to your being notified about the policy change.

## Jury Duty

radio\_exempt\_paid\_how == "Salary Only"

You must provide {{ text\_hr\_person }} with reasonable advance notice if you have been called for jury service. {{ text\_company\_short\_name }} reserves the right to request a deferral on your behalf if you cannot be spared during the time you have been called to serve. You will be permitted to take time off to serve your jury duty, but if you are not required to be in court, you must report to work.

As an exempt and salaried employee, if you work any portion of a workweek in which you also serve on jury duty, you will receive your full salary for that workweek.

yn\_exempt\_offer\_pvt == "Yes"

If your jury duty results in your not being able to appear for work during a given workweek, in which case your leave shall be *unpaid*, you may elect to substitute accrued and unused PVT or sick leave so that you can receive pay when you are serving your jury duty.

###

 yn\_exempt\_offer\_pvt == "No"

If your jury duty results in your not being able to appear for work during a given workweek, in which case your leave shall be *unpaid*, you may elect to substitute accrued and unused sick leave so that you can receive pay when you are serving your jury duty.

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radio\_exempt\_paid\_how == "Salary & Commission"

You must provide {{ text\_hr\_person }} with reasonable advance notice if you have been called for jury service. {{ text\_company\_short\_name }} reserves the right to request a deferral on your behalf if you cannot be spared during the time you have been called to serve. You will be permitted to take time off to serve your jury duty, but if you are not required to be in court, you must report to work.

As an exempt and salaried employee, if you work any portion of a workweek in which you also serve on jury duty, you will receive your full salary for that workweek.

yn\_exempt\_offer\_pvt == "Yes"

If your jury duty results in your not being able to appear for work during a given workweek, in which case your leave shall be *unpaid*, you may elect to substitute accrued and unused PVT or sick leave so that you can receive pay when you are serving your jury duty.

###

yn\_exempt\_offer\_pvt == "No"

If your jury duty results in your not being able to appear for work during a given workweek, in which case your leave shall be *unpaid*, you may elect to substitute accrued and unused sick leave so that you can receive pay when you are serving your jury duty.

###

###

radio\_exempt\_paid\_how == "Commission Only"

You must provide {{ text\_hr\_person }} with reasonable advance notice if you have been called for jury service. {{ text\_company\_short\_name }} reserves the right to request a deferral on your behalf if you cannot be spared during the time you have been called to serve. You will be permitted to take time off to serve your jury duty, but if you are not required to be in court, you must report to work.

yn\_exempt\_offer\_pvt == "Yes"

If your jury duty results in your not being able to earn your typical commissions, in which case your leave shall be *unpaid*, you may elect to substitute accrued and unused PVT or sick leave so that you can receive pay when you are serving your jury duty.

###

yn\_exempt\_offer\_pvt == "No"

If your jury duty results in your not being able to earn your typical commissions, in which case your leave shall be *unpaid*, you may elect to substitute accrued and unused sick leave so that you can receive pay when you are serving your jury duty.

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## Domestic Violence, Crime, and Witness Leave

If you provide reasonable advance notice to {{ text\_hr\_person }}, you may take radio\_exempt\_paid\_how == "Commission Only" unpaid ###time off to: (i) appear in court if you have been served with a summons, subpoena, or court order; (ii) appear in court to obtain relief (e.g., obtain a restraining order) if you or your child(ren) were the victims of domestic violence, sexual assault, or stalking; and (iii) attend any court proceedings regarding a crime in which you, your child(ren), an immediate family member, your registered domestic partner, or a child of your registered domestic partner were a victim.

In addition, if you or a family member of yours are victims of domestic violence, sexual assault, or stalking, you may also take leave to seek medical attention for related injuries, seek help from a domestic violence shelter or program (e.g., a rape crisis center), seek psychological counseling, receive safety planning training, or take any other reasonable actions to increase your (or your family member’s) safety.

radio\_exempt\_paid\_how == "Salary Only"

yn\_exempt\_offer\_pvt == "Yes"

As an exempt employee, if you work any portion of a workweek in which you take time off or appear as a witness for any of the reasons described in this section, you will receive your full salary for that workweek. In your sole discretion, however, if your time off extends beyond an entire workweek resulting in your time off being unpaid, you may elect to utilize accrued and unused PVT or sick leave to obtain pay during such time off.

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yn\_exempt\_offer\_pvt == "No"

As an exempt employee, if you work any portion of a workweek in which you take time off or appear as a witness for any of the reasons described in this section, you will receive your full salary for that workweek. In your sole discretion, however, if your time off extends beyond an entire workweek resulting in your time off being unpaid, you may elect to utilize accrued and unused sick leave to obtain pay during such time off.

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radio\_exempt\_paid\_how == "Salary & Commission"

yn\_exempt\_offer\_pvt == "Yes"

As an exempt employee, if you work any portion of a workweek in which you take time off or appear as a witness for any of the reasons described in this section, you will receive your full salary for that workweek. In your sole discretion, however, if your time off extends beyond an entire workweek resulting in your time off being unpaid, you may elect to utilize accrued and unused PVT or sick leave to obtain pay during such time off.

###

yn\_exempt\_offer\_pvt == "No"

As an exempt employee, if you work any portion of a workweek in which you take time off or appear as a witness for any of the reasons described in this section, you will receive your full salary for that workweek. In your sole discretion, however, if your time off extends beyond an entire workweek resulting in your time off being unpaid, you may elect to utilize accrued and unused sick leave to obtain pay during such time off.

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radio\_exempt\_paid\_how == "Commission Only"

yn\_exempt\_offer\_pvt == "Yes"

Leave under this section shall be unpaid. However, in your sole discretion, you may elect to utilize accrued and unused PVT or sick leave to obtain pay during such time off.

###

yn\_exempt\_offer\_pvt == "No"

Leave under this section shall be unpaid. However, in your sole discretion, you may elect to utilize accrued and unused sick leave to obtain pay during such time off.

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{{ text\_company\_short\_name }} will work with you in good faith to provide you with reasonable accommodations if you have been a victim of domestic violence, sexual assault, or stalking. Such accommodations might include things like a transfer, reassignment, a modification to your work schedule, installing locks, changing your work telephone number, moving you to a different workstation, or modifying/implementing specific safety procedures for the Company.

Subject to applicable federal and state law, such leave will *not* run concurrently with any other leave laws to which you might be entitled.

## Miscellaneous Leave

{{ text\_company\_short\_name }} shall abide by all applicable federal and state laws regarding leaves of absence, including without limitation, those related to the following:

### Voting

If your normal work hours prevent you from taking sufficient time off to vote, you may take up to 2 hours of work time to vote. This leave is only available to you if you do not have sufficient time to vote during your scheduled hours on election day.

If you must take time to vote during working hours, you must inform {{ text\_hr\_person }} at least 2 business days before the election. Such time off to vote must be taken either at the beginning or end of your work shift, whichever allows the most free time for you to vote and the least time off from work.

### School-Related Activities

num\_employees >= 25

If you are a parent, guardian, step-parent, foster parent, grandparent, or a person who stands in loco parentis to any school-age children (K-12), {{ text\_company\_short\_name }} will provide you with up to 40 hours of radio\_exempt\_paid\_how == "Commission Only" unpaid ###leave each school year (but no more than 8 hours in any calendar month) to participate in school-related activities of your children, step-children, grandchildren, foster children, the children of your registered domestic partner or spouse, etc. You may also take radio\_exempt\_paid\_how == "Commission Only" unpaid ###leave to appear at your child’s school if your child, step-child, step-child, foster child, or grandchild has been suspended or otherwise disciplined.

You must notify {{ text\_hr\_person }} as far in advance of the planned absence as is reasonable, or {{ text\_company\_short\_name }} may otherwise deny your request. {{ text\_company\_short\_name }} reserves the right to receive verification of the school activity.

radio\_exempt\_paid\_how == "Salary & Commission"

As an exempt and salaried employee, if you work any portion of a workweek in which you also must take such leave, you will receive your full salary for that workweek. In your sole discretion, however, if your time off extends beyond an entire workweek resulting in your time off being unpaid, you may elect to utilize accrued and unusedyn\_exempt\_offer\_pvt != "Yes" sick leave###yn\_exempt\_offer\_pvt == "Yes" PVT or sick leave### to receive pay while attending such school-related activities.

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radio\_exempt\_paid\_how == "Salary Only"

As an exempt and salaried employee, if you work any portion of a workweek in which you also must take such leave, you will receive your full salary for that workweek. In your sole discretion, however, if your time off extends beyond an entire workweek resulting in your time off being unpaid, you may elect to utilize accrued and unusedyn\_exempt\_offer\_pvt != "Yes" sick leave###yn\_exempt\_offer\_pvt == "Yes" PVT or sick leave### to receive pay while attending such school-related activities.

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num\_employees < 25

You may take radio\_exempt\_paid\_how == "Commission Only" unpaid ###leave to appear at your child’s school if your child, step-child, foster child, or grandchild has been suspended or otherwise disciplined, or if the school has requested your presence. You must, however, provide reasonable advance notice, if possible, to {{ text\_hr\_person }} prior to availing yourself of such time off.

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### Volunteer Firefighter and Reserve Police

num\_employees >= 50

If you are a volunteer firefighter, reserve peace officer, or emergency first responder, you may be eligible for up to 14 days of radio\_exempt\_paid\_how == "Commission Only" unpaid ###leave per year for official fire or law enforcement *training*.

If you are a volunteer firefighter, reserve peace officer, or emergency first responder, and your services are officially required to *perform* actual emergency services, {{ text\_company\_short\_name }} will grant you unpaid leave to perform those emergency services. You must, however, return to work immediately upon completing your official emergency duties.

radio\_exempt\_paid\_how == "Salary & Commission"

As an exempt and salaried employee, if you work any portion of a workweek in which you also must take such leave, you will receive your full salary for that workweek. In your sole discretion, however, if your time off extends beyond an entire workweek resulting in your time off being unpaid, you may elect to utilize accrued and unusedyn\_exempt\_offer\_pvt != "Yes" sick leave###yn\_exempt\_offer\_pvt == "Yes" PVT or sick leave### to receive pay during such emergency training.

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radio\_exempt\_paid\_how == "Salary Only"

As an exempt and salaried employee, if you work any portion of a workweek in which you also must take such leave, you will receive your full salary for that workweek. In your sole discretion, however, if your time off extends beyond an entire workweek resulting in your time off being unpaid, you may elect to utilize accrued and unusedyn\_exempt\_offer\_pvt != "Yes" sick leave###yn\_exempt\_offer\_pvt == "Yes" PVT or sick leave### to receive pay during such emergency training.

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num\_employees < 50

If you are a volunteer firefighter, reserve peace officer, or emergency first responder, and your services are officially required to *perform* actual emergency services, {{ text\_company\_short\_name }} will grant you radio\_exempt\_paid\_how == "Commission Only" unpaid ### leave to perform those emergency services. You must, however, return to work immediately upon completing your official emergency duties.

radio\_exempt\_paid\_how == "Salary & Commission"

As an exempt and salaried employee, if you work any portion of a workweek in which you also must take such leave, you will receive your full salary for that workweek. In your sole discretion, however, if your time off extends beyond an entire workweek resulting in your time off being unpaid, you may elect to utilize accrued and unusedyn\_exempt\_offer\_pvt != "Yes" sick leave###yn\_exempt\_offer\_pvt == "Yes" PVT or sick leave### to receive pay while performing such emergency services.

###

radio\_exempt\_paid\_how == "Salary Only"

As an exempt and salaried employee, if you work any portion of a workweek in which you also must take such leave, you will receive your full salary for that workweek. In your sole discretion, however, if your time off extends beyond an entire workweek resulting in your time off being unpaid, you may elect to utilize accrued and unusedyn\_exempt\_offer\_pvt != "Yes" sick leave###yn\_exempt\_offer\_pvt == "Yes" PVT or sick leave ### to receive pay while performing such emergency services.

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num\_employees >= 15

### Civil Air Patrol

If you: (i) are a volunteer member of the California Wing of the civilian auxiliary of the United States Air Force (Civil Air Patrol); (ii) have been called up to respond to an emergency operational mission; and (iii) have been employed by {{ text\_company\_short\_name }} for at least 90 days prior to the commencement of the requested leave, {{ text\_company\_short\_name }} will grant you up to 10 days of radio\_exempt\_paid\_how == "Commission Only" unpaid ###leave per year to respond to the emergency (provided that no single emergency mission extends beyond 3 days without the Company’s written consent).

You must give {{ text\_hr\_person }} as much notice as possible of the intended dates of leave, and {{ text\_company\_short\_name }} reserves the right to ask you to provide documentation of your need to take the leave. {{ text\_company\_short\_name }} may deny your leave if you fail to provide the requested documentation. You are free to use your accrued and unusedyn\_exempt\_offer\_pvt != "Yes" sick leave###yn\_exempt\_offer\_pvt == "Yes" PVT or sick leave### to receive pay during such time off.

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num\_employees >= 25

### Alcohol or Drug Treatment

If you voluntarily come forward to {{ text\_hr\_person }} and admit to having drug or alcohol problem(s), you *may* be eligible for *unpaid* time off to participate in an approved rehabilitation program.

Such participation is subject to various conditions, including: (i) whether or not your problem has already (or otherwise would have already) subjected you to disciplinary action; or (ii) whether or not providing you with such leave would present an undue hardship on {{ text\_company\_short\_name }}.

You may use accrued and unusedyn\_exempt\_offer\_pvt != "Yes" sick leave ###yn\_exempt\_offer\_pvt == "Yes" PVT or sick leave### for all or part of the time you spend in the program.

If you do request to participate in an approved rehabilitation program, please know that whether or not you are eligible for the leave, {{ text\_company\_short\_name }} will keep your request strictly confidential.

###

num\_employees >= 15

### Organ and Bone Marrow Donor

As long as you have been employed with {{ text\_company\_short\_name }} for at least 90 days before your leave begins, and as long as you provide {{ text\_hr\_person }} with written medical certification, {{ text\_company\_short\_name }} will grant you up to 30 days per year of *paid* leave, and up to an additional 30 days per year of *unpaid* leave, to donate an organ to another person, as well as up to 5 days of *paid* leave per year to donate bone marrow to another person.

If available, you must use 5 days of your accrued and unusedyn\_exempt\_offer\_pvt != "Yes" sick leave ###yn\_exempt\_offer\_pvt == "Yes" PVT or sick leave### when taking bone marrow leave, and up to 2 weeks of such leave when taking organ donation leave.

num\_employees >= 50

While organ and bone marrow donor leave shall run concurrently with leave under the Family and Medical Leave Act, it does not run concurrently with leave under the California Family Rights Act.

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### Paid Kin Care

California law allows employees like you who accrue sick leave to take, as *unpaid* leave, up to half the time they are eligible to accrue annually, to care for spouses, registered domestic partners, parents, or children. Please direct all requests to provide such care to {{ text\_hr\_person }}.

# PROLONGED / EXTENDED LEAVE

## FMLA

num\_employees < 50

At this time, you are not entitled to leave under the Family and Medical Leave Act (“FMLA”). If you have any questions regarding your eligibility for such leave in the future, you should ask {{ text\_hr\_person }}.

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num\_employees >= 50

Under the Family and Medical Leave Act (“FMLA”), if you have worked for {{ text\_company\_short\_name }} for at least 12 months and at least 1,250 hours during the prior year, you may take up to 12 weeks of *unpaid* leave.

You may take leave under the FMLA for any of the following reasons:

• Birth or care of your child. The leave must be completed within 1 year of the child’s birth.

• Placement of a child into your family by adoption or by a foster care arrangement. The leave must be completed within 1 year of the child’s birth.

• Care of your spouse, child, registered domestic partner, or parent who has a serious health condition.

• Your inability to perform the functions of your position due to a serious health condition.

• A qualifying contingency of a child, parent, or spouse in the military on covered duty or called to active status.

The amount of FMLA leave available to you is based on a period of 12 consecutive months ending on the day the leave commences. You are limited to 12 weeks of leave during any such period, but that time does not need to spent all at once.

Before receiving {{ text\_company\_short\_name|possessive }} permission to take or remain on such leave, whatever the case may be, you must: (i) provide enough information to permit {{ text\_company\_short\_name }} to determine that the leave may be covered by the FMLA, and when and how much leave you may need to take; (ii) update {{ text\_company\_short\_name }} if your needs under your FMLA leave change; and (iii) provide {{ text\_hr\_person }} with at least 30 days’ advance notice of the need to take FMLA leave when you know about the need for the leave in advance, or as soon after as is reasonably practicable for you. Likewise, if you’re planning a series of medical treatments (or you’re taking military caregiver leave, you must first notify {{ text\_hr\_person }} regarding the expected dates of treatment so that you and {{ text\_company\_short\_name }} can work out a schedule that meets both of your needs. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.

{{ text\_company\_short\_name }} may require you to provide certification from your health care provider before allowing you a leave for pregnancy or your own serious health condition. Likewise, if you are requesting leave for the serious health condition of your child, parent, spouse, or registered domestic partner, you may be required to provide {{ text\_company\_short\_name }} with certification from your child, parent, spouse, or domestic partner’s health care provider prior to granting your leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or a reduced work schedule.

When it comes to caring for the birth or care of your child, you must use your leave under the FMLA before you use available leave under the below-discussed Pregnancy Disability Leave (“PDL”).

If you are taking a leave for the birth, adoption, or foster care placement of a child, the basic minimum duration of the leave is 2 weeks, and you must conclude the leave within 1 year of the birth or placement for adoption or foster care.

If you fall within the highest paid 10% of the exempt employees at {{ text\_company\_short\_name }}, you may be considered a key employee. If your absence will cause significant economic injury to {{ text\_company\_short\_name }}, therefore, you may not be entitled to return to your position after the end of your leave. Such decisions will be made on a case-by-case basis, and you will receive notice of this decision at the earlier of (i) the time that you give notice of your intent to take leave under the FMLA, or (ii) the start of your FMLA leave.

Taking a family care or pregnancy disability leave may impact certain benefits and your seniority date. If you want more information regarding the impact of the leave on your seniority and benefits, please discuss the matter with {{ text\_hr\_person }}.

If you took FMLA leave for your own serious health condition (or you if you’re returning from PDL), you are required to obtain a release from your health care provider indicating that it is safe for you to return to work. You will not be permitted to return to work without such a release.

Subject to applicable federal and state laws, {{ text\_company\_short\_name }} may, in its sole discretion, alter, modify, or eliminate its prolonged leave policies without prior notice to you. In no event, however, shall any such alteration, modification, or elimination affect leave requested, granted, or taken prior to the change in policy.

###

## California Family Rights Act

num\_employees < 5

At this time, you are not entitled to leave under the California Family Rights Act (“CFRA”). If you have any questions regarding your eligibility for such leave in the future, you should ask {{ text\_hr\_person }}.

###

num\_employees >= 5

Under the California Family Rights Act (“CFRA”), if you have worked for {{ text\_company\_short\_name }} for at least 12 months and at least 1,250 hours during the prior year, you may take up to 12 weeks of *unpaid* leave.

You may take leave under the CFRA for any of the following reasons:

• Birth or care of your child/foster-child.

• Placement of a child into your family by adoption or by a foster care arrangement.

• Care for you own serious health condition (as that term is defined by the State of California).

• Care of your spouse, child, registered domestic partner, parent, parent-in-law, grandparent, grandparent-in-law, grandchild, sibling, or any specifically designated individual who is either related by blood or in a family-like relationship with you, who has a serious health condition (as that term is defined by the State of California). With respect to the latter—i.e., the “designated individual”—you may only designate one such person in any 12-month period for family care and/or medical leave.

• A qualifying contingency of a spouse, child, registered domestic partner, parent, parent-in-law, grandparent, grandparent-in-law, grandchild, sibling, in the military on covered duty or called to active status.

The amount of CFRA leave available to you is based on a period of 12 consecutive months ending on the day the leave commences. You are limited to 12 weeks of leave during any such period, but that time does not need to spent all at once.

Before receiving {{ text\_company\_short\_name|possessive }} permission to take or remain on such leave, whatever the case may be, you must: (i) provide enough information to permit {{ text\_company\_short\_name }} to determine that the leave may be covered by the CFRA, and when and how much leave you may need to take; (ii) update {{ text\_company\_short\_name }} if your needs under your CFRA leave change; and (iii) provide {{ text\_hr\_person }} with at least 30 days’ advance notice of the need to take CFRA leave when you know about the need for the leave in advance, or as soon after as is reasonably practicable for you. Likewise, if you’re planning a series of medical treatments (or you’re taking military caregiver leave, you must first notify {{ text\_hr\_person }} regarding the expected dates of treatment so that you and {{ text\_company\_short\_name }} can work out a schedule that meets both of your needs. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.

{{ text\_company\_short\_name }} may require you to provide certification from your health care provider before allowing you a leave for pregnancy or your own serious health condition. Likewise, if you are requesting leave for the serious health condition of your spouse, child, registered domestic partner, parent, parent-in-law, grandparent, grandparent-in-law, grandchild, sibling, you may be required to provide {{ text\_company\_short\_name }} with certification from that individual’s health care provider prior to granting your leave to take care of that person. When medically necessary, leave may be taken on an intermittent or a reduced work schedule.

Taking a family care or pregnancy disability leave may impact certain benefits and your seniority date. If you want more information regarding the impact of the leave on your seniority and benefits, please discuss the matter with {{ text\_hr\_person }}.

If you took FMLA leave for your own serious health condition (or you if you’re returning from PDL), you are required to obtain a release from your health care provider indicating that it is safe for you to return to work. You will not be permitted to return to work without such a release.

Subject to applicable federal and state laws, {{ text\_company\_short\_name }} may, in its sole discretion, alter, modify, or eliminate its prolonged leave policies without prior notice to you. In no event, however, shall any such alteration, modification, or elimination affect leave requested, granted, or taken prior to the change in policy.

Even if you are not eligible for CFRA leave, if you’re nevertheless disabled by pregnancy, childbirth, or related medical conditions, you may be entitled to take a pregnancy disability leave of up to 4 months, depending on your period(s) of actual disability. If you are CFRA-eligible, you may be able to take BOTH a pregnancy disability leave and a CFRA leave for the birth of your child. Both leaves contain a guarantee of reinstatement to the same or to a comparable position at the end of the leave, subject to any defenses allowed under the law.

###

## Pregnancy-Disability Leave Law

num\_employees < 5

At this time, you are not entitled to pregnancy-disability leave. Nevertheless, {{ text\_company\_short\_name }} recognizes that you could suffer from a pregnancy-related disability. If you would like to discuss taking time off as a result of your pregnancy or related medical condition, talk with {{ text\_hr\_person }}. {{ text\_company\_short\_name }} will consider such requests on a case-by-case basis.

###

num\_employees >= 5

If you are disabled as a result of a pregnancy, childbirth, or a related medical condition, you may request an *unpaid* leave of absence. {{ text\_company\_short\_name }} will grant such leave for up to a period of 17.33 weeks unless legitimate business concerns prevent it from doing so. {{ text\_company\_short\_name }} calculates your pregnancy-disability leave (“PDL”) in hours by multiplying 17.33 by the amount of hours you work on average per week. [*For example, if you typically work a 40-hour week, you would be entitled to 693 hours off under this leave policy.*]

You may request *unpaid* PDL if your pregnancy is preventing you from performing any of your essential job functions, or for prenatal care, severe morning sickness, doctor-ordered bed rest, gestational diabetes, preeclampsia, post-partum depression, mastitis, loss or end of pregnancy, childbirth, or recovery from childbirth.

You or your doctor may also request that {{ text\_company\_short\_name }} reasonably accommodate your pregnancy-related medical needs, such as: (i) modifying your work duties; (ii) providing you with a stool or chair; (iii) allowing you to take more frequent breaks; (iv) transferring you to a less strenuous or hazardous position (if such a position is available); (v) providing you with a reasonable amount of time to use a private room in close proximity to your work area to utilize a breast pump; (vi) altering existing food/beverage rules to allow you access to those things at your workstation; or (vii) providing leave to allow you to attend medical appointments.

The amount of PDL to which you are entitled depends upon the nature of your disability, and it is something that you and your doctor will decide together. If you wish to take PDL, you must notify {{ text\_hr\_person }} at least 30 days prior to the start of your PDL (or at your first opportunity when 30 days’ notice is not practicable). You will also need to notify {{ text\_hr\_person }} regarding the estimated length of time you expect to be away.

You must also provide {{ text\_hr\_person }} with a medical certification of disability and authorization to release the required information to {{ text\_company\_short\_name }}. The certification should contain: (i) the date you became disabled due to your (or your spouse’s, if applicable) pregnancy; (ii) the probable duration of the disability; and (iii) a statement that because of the disability, you are unable to work at all, or are unable to perform 1 or more of your essential job functions, without risk to you, your baby, or anyone else. Failure to provide the required medical certification or authorization to release the required information to {{ text\_company\_short\_name }} in a timely manner may result in delay or denial of your PDL.

Before returning to work, you must provide a medical certification that you are able to resume your original job duties. You may obtain the required form(s) from {{ text\_hr\_person }}.

If you return to work immediately following the expiration of an approved PDL, you will generally be re-employed in either your former or comparable position. Taking PDL, however, may impact your seniority and benefits. Inquire with {{ text\_hr\_person }} if you have any questions regarding that issue.

As was indicated above, PDL is *unpaid*. At your discretion, however, you may utilize any accrued and unusedyn\_exempt\_offer\_pvt != "Yes" sick leave###yn\_exempt\_offer\_pvt == "Yes" PVT or sick leave###. Such benefits, if used, will supplement any state disability insurance benefits you receive and will not extend the period of the approved leave.

Talk with {{ text\_hr\_person }} to determine how to combine the different leaves available to you.

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## Worker’s Compensation

Subject to applicable law, {{ text\_company\_short\_name }} provides worker’s compensation insurance coverage to employees who suffer on-the-job injuries. The insurance covers things like the cost of medical care and hospitalization, as well as lost wages.

If you suffer an on-the-job injury or illness caused by your job duties, no matter how minor you think the injury/illness might be, you must immediately report the details to {{ text\_hr\_person }}. Please note that a failure on your part to do so may impact your ability to obtain or claim any applicable benefits.

Finally, please note that {{ text\_company\_short\_name }} will not be liable for the payment of worker’s compensation benefits for any injury that results from your participation in any off-the-job, recreational, social, or athletic activity.

# yn\_exempt\_autoresignation != "Yes"RESERVED###yn\_exempt\_autoresignation == "Yes" EXCUSED AND UNEXCUSED ABSENCES ###

yn\_exempt\_autoresignation == "Yes"

If you fail to appear for 5 or more consecutive scheduled work shifts without providing {{ text\_company\_short\_name }} with notice of your absence, you will be deemed to have resigned from your employment with {{ text\_company\_short\_name }}, and the Company shall mail your final paycheck to your last known address.

###

# OVERTIME

As an exempt employee, you are not entitled to receive extra pay for working on holidays or for working more than 8 hours in a day or 40 hours in a workweek.

If you are asked to work on holidays or after hours, you must do so.

# BREAKS

## Cooling Off

If your job duties necessitate your working outside and you become overheated, and if you believe that you must take a reasonable amount of time to get some shade to cool down, you are obligated to take a preventative cool-down rest break to cool down and prevent heat-related illness. Since the need to take such breaks varies from individual to individual, and cannot therefore be scheduled, it is your responsibility to take such breaks when you need them.

## Lactation Breaks

If you are a nursing mother, you may take a reasonable amount of break time to express breast milk for your child(ren).

Please speak with {{ text\_hr\_person }} for information about the designated location for you to take your lactation breaks, as well as any other questions you may have regarding the lactation-related accommodations to which you may be entitled.

# PERSONNEL RECORDS

You are responsible for ensuring that you keep {{ text\_company\_short\_name }} informed regarding your personal information. If there is a change in your address, telephone number, marital status, emergency contact information, or the number and names of your dependents, you must notify {{ text\_hr\_person }} in writing.

You are also responsible for making sure that {{ text\_company\_short\_name }} has accurate tax information for you, and therefore you must make sure that your Form W-4 on file with {{ text\_company\_short\_name }} is always up to date and accurate. If your tax information changes, you must request and complete a new W-4 and provide it to {{ text\_hr\_person }}.

Personnel material is shared within the Company on a need-to-know basis. For example, {{ text\_company\_short\_name }} provides employee information to its accountants and attorneys, as well as to other individuals in a supervisory position who have a need to know such information. {{ text\_company\_short\_name }} may also provide your information to outside agencies, but only with your written consent, or as required by law.

All personnel records maintained by {{ text\_company\_short\_name }} belong to the Company. If, however, you submit the Company’s Records Request Form at least 30 days in advance (a copy of that form shall be made available to you upon your request), and if you pay the Company its actual costs of reproduction, subject to limitations permitted by applicable law, you will receive all documents relating to your performance, as well as those relating to any grievances concerning you.

While you are free, of course, to review certain records in your personnel file, you must do so on your own time.

{{ text\_company\_short\_name }} may, in its sole discretion, destroy your personnel records 3 years after your employment with the Company terminates.

{{ text\_company\_short\_name }} does not provide letters of recommendation, but will confirm dates of employment.

# CONFIDENTIALITY & NON-DISCLOSURE

## Company’s Information

Based upon your experience and relationship of trust with {{ text\_company\_short\_name }}, and during the course of your employment with {{ text\_company\_short\_name }}, you may be given access to and learn much or all of the Company’s trade secrets, as well as its proprietary and confidential information (collectively, “Confidential Information”). check\_confidentiality\_define|length == 1 At all times during your employment with {{ text\_company\_short\_name }}, and for 3 years after your employment terminates, you must hold in strict confidence, and not disclose to others, either directly or indirectly, any of the Company’s Confidential Information, which shall include without limitation, any information related to any of the Company’s {{ check\_confidentiality\_define|list\_to\_string}}. ###check\_confidentiality\_define|length >=2 At all times during your employment with {{ text\_company\_short\_name }}, and for 3 years after your employment terminates, you must hold in strict confidence, and not disclose to others, either directly or indirectly, any of the Company’s Confidential Information, which shall include without limitation, any information related to any of the Company’s: {{ check\_confidentiality\_define|list\_to\_string("roman","; ","and/or ") }}. ### Confidential Information shall also include any other business information generally considered confidential in nature by similarly situated businesses. The proprietary value of the Company’s Confidential Information constitutes a special and unique asset to the Company. Consequently, Confidential Information may not be shared with a fellow employee who does not have a business need to know such Confidential Information and may *never* be shared with anyone who is not an employee of {{ text\_company\_short\_name }} without the express written consent of {{ text\_hr\_person }}.

"clients/customers" in check\_confidentiality\_define

With respect to the Company’s customers/clients, the information regarding the Company’s customers/clients that {{ text\_company\_short\_name }} considers confidential includes, without limitation, the customers’/clients’: (i) names; (ii) phone numbers; (iii) addresses; (iv) email addresses; (v) order history; (vi) order preferences; (vii) chain of command; (viii) pricing information; and (ix) other information identifying facts and circumstances specific to the client/customer and that are relevant to the products or services {{ text\_company\_short\_name }} offers to them.

###

Likewise, during the course and scope of your employment with {{ text\_company\_short\_name }}, you may be privy to the confidential information of certain of the Company’s customers/clients (“Customer Confidential Information”). In fact, {{ text\_company\_short\_name }} may have signed “non-disclosure” agreements with some of its clients/customers regarding such Customer Confidential Information. You are only permitted to access and utilize the Customer Confidential Information solely in the performance of your job duties at {{ text\_company\_short\_name }}. Any other access or use of such Customer Confidential Information is strictly prohibited.

Unless you receive written permission from {{ text\_hr\_person }}, you are not permitted to keep or maintain any of the Company’s Confidential Information or Customer Confidential Information on any device, or in any storage medium (including email addresses), that does not belong to {{ text\_company\_short\_name }}.

## Your Information

yn\_ccpa == "Yes"

Because the California Consumer Privacy Act (the “CCPA”) so broadly defines the term “consumer” to include employees of certain “covered” employers, a whole new series of regulations related to “protecting” employees’ personal information now exists.

{{ text\_company\_short\_name }} stores certain personal information about you (e.g., address, phone numbers, social security number, selected medical information, compensation, banking information, driver’s license number, etc.) for a variety of reasons, including the following:

• To comply with state and federal laws and regulations relating to certain records that employers are required to maintain.

• To ensure and track your adherence not only to {{ text\_company\_short\_name|possessive }} policies and procedures, but to applicable federal and state laws.

• To effectively administer and process payroll.

• To administer and maintain various benefits to which you may be entitled (e.g., health insurance, retirement, etc.).

• To track and manage your performance of your job duties.

{{ text\_company\_short\_name }} wants you to know that it has strict policies in place to protect your personal information from accidental or wrongful disclosure. If you have any questions or concerns about how {{ text\_company\_short\_name }} is storing your personal information, please speak with {{ text\_hr\_person }}.

###

yn\_ccpa != "Yes"

{{ text\_company\_short\_name }} has strict policies in place to protect your personal information (e.g., address, phone numbers, social security number, selected medical information, compensation, banking information, driver’s license number, etc.) from accidental or wrongful disclosure. If you have any questions or concerns about how {{ text\_company\_short\_name }} is storing your personal information, please speak with {{ text\_hr\_person }}.

###

# INTELLECTUAL PROPERTY / WORK FOR HIRE

All common law and statutory trademarks, service marks, logos, trade dress, or trade names, as well as all copyrightable material, including writings, software, drawings, masters, raw files, photographs, and video footage, designs, and all ideas, patents, inventions, improvements, developments and discoveries made, conceived, or reduced to practice by {{ text\_company\_short\_name }} or you, whether individually or in collaboration with others (collectively, the “Intellectual Property”), during the course of performance of your employment with {{ text\_company\_short\_name }}, whether relating to work performed at the Company’s offices or elsewhere when performing services on behalf of {{ text\_company\_short\_name }}, or when utilizing any of the Company’s resources, shall be deemed (and are) the sole property of the Company. The foregoing statement shall apply to any such Intellectual Property related in any way, at the time of conception or reduction to practice of the invention, to the Company’s business, or the Company’s actual or demonstrably anticipated research or development.

This policy does not apply to any Intellectual Property created by you for which *none* of the Company’s equipment, supplies, facilities, or Confidential Information were used, *and*: (i) was developed entirely on your own time and utilizing your own resources, equipment, or tools; and (ii) does not result from any work performed by you for {{ text\_company\_short\_name }}. This policy is intended to comply with Labor Code section 2870 while offering the Company the maximum protection afforded by the law.

# NON-INTERFERENCE / NON-CIRCUMVENTION

During your employment with {{ text\_company\_short\_name }}, and other than in the performance of your job with the Company, you may not directly or indirectly perform any services, paid or otherwise, for any of the Company’s clients/customers, nor for any of the Company’s competitors.

# yn\_inspect\_bags == "Yes" INSPECTION###yn\_inspect\_bags != "Yes" RESERVED ###

yn\_inspect\_bags == "Yes"

Subject to applicable law, the Company reserves the right to search you or any person who comes onto its business premises or who performs services for the Company in another location. This search may include vehicles, equipment, desks, cabinets, lunch and equipment boxes or bags, clothing, and personal items. Any items that you do not want to have inspected should not be brought to work.

###

#  HEALTH & SAFETY

## General

{{ text\_company\_short\_name }} takes its obligation to create a safe and hospitable work environment for you very seriously. You also have an important role to play in keeping yourself and your fellow employees safe. The most effective ways you can do that are to: (i) follow all the safety procedures communicated to you (and not just those that may be posted near your work space or included in this Handbook, but also those provided to you by your supervisor(s), if any); (ii) use your common sense at all times; and (iii) inform {{ text\_hr\_person }} if you notice a dangerous condition, or you know that other employees are needlessly putting themselves or others at risk.

If you reasonably believe that you require any safety equipment or training to safely perform your job functions that have not already been made available to you, please inform {{ text\_hr\_person }}.

{{ text\_hr\_person }} will notify you if further safety-related precautions need to be taken, including maintaining your hair in a certain manner or wearing/avoiding specific types of clothing (e.g., requiring long pants, prohibiting open-toed shoes, avoiding clothing or jewelry that could interfere with equipment or become tangled in moving parts, etc.).

yn\_health\_procedures\_lifting == "Yes"

## Lifting

{{ text\_company\_short\_name }} requires all employees who must lift an item weighing between 25 lbs. and 50 lbs. to wear a back brace. Such braces can be made available to you upon request. If you need to lift an item weighing more than 50 lbs., you must obtain the help of a second employee.

###

## Vehicles

In the event that you ever need to drive a vehicle to perform any of your job functions, regardless of whether the vehicle in question is owned, leased, or borrowed by you or {{ text\_company\_short\_name }}, you must abide by the Company’s Vehicle Use Agreement, a copy of which you’ll be provided concurrently with this Handbook. You must always make sure that you: (i) are in possession of a valid California driver’s license; (ii) obey all applicable traffic and safety laws; and (iii) properly secure any equipment/tools you might be transporting.

Within 2 days of your citation, arrest, plea, or conviction for reckless driving, driving under the influence, driving while intoxicated, or a wet reckless infraction, you must inform {{ text\_hr\_person }}. Likewise, you should provide the same 2 days’ notice after receiving a 3rd point on your driving record within any given 18-month period.

yn\_health\_procedures\_safety\_gear == "Yes"

## Safety Gear

In the event that your job duties require you to operate mechanical devices, machinery, tools, or equipment with sharp, spinning, hot, cold, or heavy parts, you must wear the recommended safety gear for whatever device you are using, such as goggles, gloves, helmets, ear plugs, face masks, etc. {{ text\_company\_short\_name }} will supply you with all necessary safety gear.

It is *your* responsibility and obligation to wear the safety equipment in the manner in which such equipment was meant to be worn. If you’re unsure how to properly wear any safety equipment, please ask {{ text\_hr\_person }} before beginning work.

###

yn\_health\_procedures\_training == "Yes"

## Training

Likewise, prior to commencing work, {{ text\_company\_short\_name }} will provide you with the necessary training on the safe use of any mechanical devices, machinery, tools, or equipment with sharp, spinning, hot, cold, or heavy parts that you may need to use in the performance of your job duties. You may not begin working until you’ve received such training, and it is imperative that you are comfortable performing your job duties—including the use of such mechanical devices, machinery, tools, or equipment—before you begin working. If you’re not, then you must speak with {{ text\_hr\_person }} to request additional training.

*At all times during your use of such any mechanical devices, machinery, tools, or equipment, you must use such devices in the manner intended and follow all training protocols.*

###

yn\_health\_procedures\_description == "Yes"

## Additional Health & Safety Procedures

{{ textarea\_health\_procedures\_description }}

###

## Workplace Violence

\*\*\*

\*\*\*

## Reporting

Despite {{ text\_company\_short\_name|possessive }} best efforts, accidents and injuries are always a possibility. Please, therefore, be careful and take whatever reasonable precautions you need to take under the circumstances to keep yourself and other employees safe. If you are ever injured while performing any of your job duties, or if you witness the injury of a fellow employee, you must immediately seek medical treatment for yourself (or urge your fellow employee to do so), and once the emergency has been addressed, you must then notify {{ text\_hr\_person }} of the details surrounding the injury.

# COMPUTER, ELECTRONIC, and COMMUNICATIONS SYSTEMS

## General

While employed by {{ text\_company\_short\_name }}, you may be given access to 1 or more items making up the Company’s electronic systems. These items could include, without limitation, the Company’s computers, iPads, tablet devices, networks, Wi-Fi, computer components, software, e-mail, online services, copiers, fax machines, telephones (including mobile/smart phones), voice mail, and messenger services (collectively, “Electronic Equipment”). Not only shall such systems/equipment remain the Company’s sole property, but so shall any data or messages sent or received through the Company’s Electronic Equipment.

{{ text\_company\_short\_name }} requires you at all times to conduct yourself ethically when utilizing its Electronic Equipment, especially the Internet, which will be discussed more specifically below. For example, you must always disclose your name and your affiliation with {{ text\_company\_short\_name }} whenever you are communicating online on behalf of the Company, and you should only communicate online on behalf of {{ text\_company\_short\_name }} when you have been authorized to do so in the performance of your job duties. Company policy prohibits you from ever engaging in any conduct designed to mislead anyone else while you are online.

In fact, you may never use any of the Company’s Electronic Equipment to: (i) send, receive, display, print, or otherwise disseminate the Company’s Confidential Information to anyone not authorized to receive such information; (ii) transmit, store, or distribute commercial or personal advertisements, solicitations, promotions, destructive programs (e.g., viruses or self-replicating codes), or political material; (iii) send, receive, display, print, or otherwise distribute material that is fraudulent, harassing, sexually explicit, obscene, intimidating, or defamatory; (iv) violate any applicable federal or state laws, ordinances, or regulations; (v) violate any license governing the use of software; (vi) bypass, disable, or remove any security mechanisms applied by the Company’s network administrators or IT professionals; (vii) pretend to be someone other than who you are (e.g., by using another person’s email or somehow masking your true identity); (viii) give the appearance that you represent {{ text\_company\_short\_name }} if you’re not authorized to do so; (ix) make it appear that {{ text\_company\_short\_name }} endorses an outside organization or individual when it does not; (x) conduct any business not directly related to your job duties; (xi) allow a third party, whether another employee or an outsider, to use your accounts, network ID, or passwords; (xii) knowingly disable or overload any computer system or network, or circumvent any system intended to protect the privacy or security of another individual or entity; or (xiii) use your accounts on behalf of an outside organization not recognized or affiliated with {{ text\_company\_short\_name }}.

yn\_personal\_use == "Yes"

Where *and* when appropriate, you may use and access the Company’s Electronic Equipment incidentally for personal purposes provided that: (i) your use does not interfere with another employee’s use of those services; (ii) your use does not interfere with the Company’s or your work duties/obligations, or the work duties/obligations of another employee; and (iii) your use does not result in {{ text\_company\_short\_name }} incurring any noticeable, incremental costs.

**By using the Company’s Electronic Equipment to handle your personal matters, you are not only acknowledging that {{ text\_company\_short\_name }} shall bear no responsibility for any loss or damage you may suffer because of your personal use of such Electronic Equipment, but you are also acknowledging that with respect to such *personal* data or messages sent or received through the Company’s Electronic Equipment, the Company shall have the right to review your specific use of, and to inspect all material created by or stored on, its systems.**

###

yn\_personal\_use == "No"

As part of the Company’s efforts to keep its data and networks secure, with the exception of the Company’s Wi-Fi, if available, {{ text\_company\_short\_name }} prohibits the use by any employee of any of the Company’s Electronic Equipment for personal use (i.e., any use not directly related to the performance of your job duties). You must utilize your own electronic devices, on your own time (e.g., during breaks, meal time(s)), to handle your personal matters.

If you utilize the Company’s Wi-Fi, however, you must do so in full compliance with all federal and state laws, regulations, rules, and ordinances.

###

**You should never consider your use of the Company’s Electronic Equipment to be private or confidential. That means that you should never have any expectation of privacy in anything you create, store, send, or receive on the Company’s Electronic Equipment (including the Company’s Wi-Fi), regardless of whether you deem the information to be personal or not. This includes your use of electronic devices that belong to you, such as your mobile phones or tablets.**

In fact, to the maximum extent permitted by law, and without any further notice to you, {{ text\_company\_short\_name }} reserves the right to intercept, review, access, and search any of its Electronic Equipment at any time. {{ text\_company\_short\_name }} further reserves the right, in its sole discretion, and for any reason without further notice to you, to intercept, review, erase, or monitor any data, content, or messages created, received, sent, or processed by, through, or within the Company’s Electronic Equipment (including its Wi-Fi). As part of this reservation of rights, {{ text\_company\_short\_name }} also reserves the right, in its sole discretion, and subject to applicable law, to disclose selected contents of such data or messages without notice or restriction to you.

{{ text\_company\_short\_name }} may, from time to time, employ third parties to assist it with its monitoring and surveillance, including intrusion detection or white-hat penetration.

All policies applied generally at {{ text\_company\_short\_name }} should, when context permits, expressly apply to the digital world. This means that you must be careful to consider other policies referenced in this Handbook in conjunction with your participation in the digital world, such as email. For example, if you were to use your email while at work to send what might otherwise be a legitimate work-related email, but then include an offensive joke, such an email might run afoul of the Company’s anti-harassment policies, which are located elsewhere in this Handbook. Or, if you were to send an email to an outsider that included Confidential Information of the Company, or other trade secrets that the third party had no legitimate reason to see, that email would violate the Company’s confidentiality requirements.

yn\_emp\_enhanced\_security == "Yes"

To maximize the protection of {{ text\_company\_short\_name|possessive }} confidential data, you must register all devices owned by you and used for or on behalf of the Company (e.g., your mobile phone, tablet, or laptop) with {{ text\_hr\_person }}. Likewise, when it comes to such personal devices used for Company business that contain or enable access to any of the Company’s Confidential Information, you must always:

• Immediately report to {{ text\_hr\_person }} any loss, theft, or unauthorized access to your personal device(s).

• Provide {{ text\_company\_short\_name }} with access to the device(s) when requested or required for legitimate business purposes, including in the event of a security incident or investigation.

• Upon {{ text\_company\_short\_name|possessive }} request, install and update approved security software on the device(s).

• Comply with the Company’s device(s) configuration requirements (e.g., using a VPN, logging into a secure server, etc.).

• Password protect the device(s) through the use of “strong” passwords.

• Utilize auto-lock features on the device(s) to require immediate password entry.

• Maintain and update the operating system(s) on the device(s) and keep such device(s) current with updates and security patches.

• Prohibit the use of such device(s) by anyone other than you (or another authorized employee of the Company).

• Refrain from downloading or transferring {{ text\_company\_short\_name|possessive }} Confidential Information or sensitive business content to your device(s), including via email attachments, email forwarding, etc., and immediately erasing any inadvertently downloaded data.

• Refrain from using the device(s) as a personal mobile hotspot without the Company’s consent.

• Refrain from transmitting any of the Company’s Confidential Information or sensitive business content over any unsecured Wi-Fi networks (including those typically found at coffee shops, airports, and other public places).

###

## Computers/iPads/Tablets

Because you are required to always use the Company’s computer/iPad resources in a professional, ethical, and lawful manner, and in a manner aimed at protecting {{ text\_company\_short\_name }}, you may never: (i) send, receive, display, print, or otherwise disseminate the Company’s Confidential Information to anyone not authorized to receive such information; (ii) transmit, store, or distribute commercial or personal advertisements, solicitations, promotions, destructive programs (e.g., viruses or malware), or political material; (iii) send, receive, display, print, or otherwise distribute material that is fraudulent, harassing, sexually explicit, obscene, intimidating, or defamatory; (iv) violate any applicable federal or state laws, ordinances, or regulations; (v) violate any license governing the use of software; (vi) bypass, disable, or remove any security mechanisms applied by the Company’s network administrators or IT professionals; (vii) pretend to be someone other than who you are (e.g., by using another person’s email or somehow masking your true identity); (viii) give the appearance that you represent {{ text\_company\_short\_name }} if you’re not authorized to do so; (ix) make it appear that {{ text\_company\_short\_name }} endorses an outside organization or individual when it does not; (x) conduct any business not directly related to your job duties; (xi) allow a third party, whether another employee or an outsider, to use your accounts, network ID, or passwords; or (xii) use your accounts on behalf of an outside organization not recognized or affiliated with {{ text\_company\_short\_name }}.

In addition to discipline by the Company, violations of this policy may result in civil or criminal liability to you.

## Electronic Mail/Communications

Because email has become the primary means of written communication in business, it is important for you to be informed regarding how the concepts of confidentiality, security, and privacy apply to email systems/accounts.

You are obligated to read, understand, and abide by the Electronic Mail Addendum attached to this Handbook as ***Exhibit “B.”***

yn\_use\_social\_media == "Yes"

## Social Media

{{ text\_company\_short\_name }} recognizes that in changing the way people communicate with each other, social media (e.g., blogs, Twitter, Facebook, various online forums, etc.) is changing the way that companies do business.

If utilizing social media is part of your job at {{ text\_company\_short\_name }}, you must do so responsibly and ethically. {{ text\_company\_short\_name }} takes its reputation in the online and social media community very seriously and expects you to do so also. Your posts must always be accurate and must never be misleading.

You will be held responsible for anything you post that can potentially tarnish the Company’s image, violates applicable federal/state laws, rules, and ordinances, or otherwise constitutes unprofessional behavior.

Always remember to maintain the confidentiality of the Company’s Confidential Information. If you have any doubts whatsoever about whether you should or shouldn’t post something, do NOT post it. Instead, go discuss the matter with {{ text\_hr\_person }}.

Unless your job duties include responding or reacting to negative or disparaging posts regarding {{ text\_company\_short\_name }}, if you come across such negative posts, notify {{ text\_hr\_person }} at once.

###

## Internet

While the Internet is a tremendously valuable tool for {{ text\_company\_short\_name }}, it can also cause a lot of damage, both to {{ text\_company\_short\_name }} and others, if not used properly.

{{ text\_company\_short\_name }} does not use or align itself with any organizations or websites that deploy the use of excessive tracking software, adware, malware, or spyware. Such conduct, in fact, may be illegal and will not be tolerated.

Unless directly related to your job duties at {{ text\_company\_short\_name }}, you may not use the Company’s Internet Service Provider (or access the Company’s Wi-Fi, LAN, or other means of connecting to the Internet) to access or download any sexually explicit material or visit any websites where the principal content of the material is sexually oriented.

You are prohibited from using the Company’s Electronic Equipment where you have reason to believe that the information being accessed may be defamatory, illegal, or obscene, nor should you transmit any defamatory, illegal, or obscene material while using any of the Company’s Electronic Equipment.

In addition to the foregoing, you may not use any of the Company’s Electronic Equipment to infringe on another person’s/entity’s intellectual property rights (e.g., copyrights or trademarks). If you’re ever uncertain whether or not you can download or upload something to the Company’s Electronic Equipment, you should first discuss the matter with {{ text\_hr\_person }}.

In the Company’s sole discretion, and whether or not you have authorization, your use of the Internet, if accessed on the Company’s network(s), may be monitored or audited by those in supervisory authority at {{ text\_company\_short\_name }}. You should have no expectation that any information transmitted over any of the Company’s Electronic Equipment or facilities, or stored on computers or drives owned by {{ text\_company\_short\_name }}, is or will remain private. This applies to business-related communications, as well as personal communications. Any use, personal or otherwise, that you might make of the Company’s Electronic Equipment is based on the express understanding that {{ text\_company\_short\_name }} reserves the right to review your specific use of, and to inspect all material created by or stored on, such systems.

yn\_surveillance == "Yes"

## Video Surveillance

{{ text\_company\_short\_name }} reserves the right to install and use video cameras to monitor certain areas of the Company’s offices, including your work areas. {{ text\_company\_short\_name|possessive }} use of such video cameras is primarily aimed at aiding the Company in the investigation of security and safety incidents, and not as a means of tracking your work habits or productivity.

The video feeds captured by the cameras are stored on a hard drive that continuously records over prior video footage unless, in the Company’s sole discretion, a particular video is isolated and saved for later analysis. All video taken of the Company’s offices shall belong solely to {{ text\_company\_short\_name }}, and at no time shall any portion of any video constitute a part of your personnel file.

In no event will video cameras ever be installed in locations where you have a reasonable expectation of privacy, such as the bathroom.

If you have any questions or concerns about {{ text\_company\_short\_name|possessive }} video surveillance policies, please speak with {{ text\_hr\_person }}.

###

## Reporting

You must report all suspected and known violations of the Company’s Electronic Equipment policies to {{ text\_hr\_person }} on a timely basis so {{ text\_company\_short\_name }} can protect itself and others from harm. This obligation includes your reporting any suspected malicious conduct. You may make such reports confidentially if you wish to.

# ATTIRE

yn\_exempt\_special\_attire == "Yes"

You are required to be well groomed and professionally dressed while at work. Good grooming includes ensuring that you and your clothing are clean and that your hair is neatly combed or styled.

You are not to wear clothing containing words or pictures with sexual innuendo, political/social messages, or that other employees might reasonably find offensive.

radio\_exempt\_attire\_type == "Casual"

You are permitted to dress casually while at work. For men, causal dress typically means t-shirts, button-up shirts, shorts, jeans, or khaki/docker pants. Appropriate footwear incudes loafers, sneakers, or tennis shoes.

For women, casual dress typically means t-shirts, blouses, shorts, jeans, or cropped pants. Appropriate footwear includes sneakers, tennis shoes, wedges, or shoes with low heels.

If you have specific questions regarding whether you’re allowed to wear items not described above, speak with {{ text\_hr\_person }}.

###

radio\_exempt\_attire\_type == "Business Casual"

The dress code at {{ text\_company\_short\_name }} is business casual. For men, business causal means trousers, slacks, khakis, button-up shirts, polos, or sport coats. Sport coats and ties can be used to accessorize. Appropriate footwear includes loafers, lifestyle shoes (e.g., canvas or leather), oxfords, or boots.

For women, business causal means pencil skirts, blouses, button-up shirts, trousers, khakis, blazers, or sweaters. Belts or jewelry can be used to accessorize. Appropriate footwear includes close toed shoes (e.g., flats, loafers, wedges, mules, boots, or heels).

If you have specific questions regarding whether you’re allowed to wear items not described above, speak with {{ text\_hr\_person }}.

###

radio\_exempt\_attire\_type == "Business Professional"

The dress code at {{ text\_company\_short\_name }} is business professional. For men, business professional means a matching suit (slacks and jacket are sold together), usually of a dark/conservative color, button-up shirt, belt, and matching tie. Appropriate footwear includes close-toed oxfords or loafers.

For women, business professional means sheath dresses, skirts, or slacks. Tops should be neat and button-up, or blouses with a blazer. Appropriate footwear includes close-toed and closed-back shoes (e.g., pumps or classic heels, no higher than 4”, loafers, or tidy flats).

If you have specific questions regarding whether you’re allowed to wear items not described above, speak with {{ text\_hr\_person }}.

###

radio\_exempt\_attire\_type == "Uniform"

You are required to wear a uniform while performing your job duties for {{ text\_company\_short\_name }}. You must always make sure your uniform is clean and properly maintained. Remember that what you say and do in public while wearing your uniform can impact the public’s perception of the Company. For that reason, you should always make sure to remove your uniform before engaging in personal activities (e.g., visiting a bar or restaurant after work, etc.).

If you have specific questions regarding the Company’s uniform policies, speak with {{ text\_hr\_person }}.

###

radio\_exempt\_attire\_type == "Company Specific Dress Code"

{{ textarea\_exempt\_special\_attire\_dresscode }}

If you have specific questions regarding the Company’s dress code, speak with {{ text\_hr\_person }}.

###

###

yn\_exempt\_special\_attire == "No"

You are expected to be well groomed while you’re at work. Good grooming includes ensuring that you and your clothing are clean and that your hair is neatly combed or styled.

You are also expected to be dressed in a manner consistent with your job duties at {{ text\_company\_short\_name }}. You are not to wear clothing containing words or pictures with sexual innuendo, political/social messages, or that other employees might reasonably find offensive.

If you have any questions regarding how you should dress while at work, speak with {{ text\_hr\_person }}.

###

# HARASSMENT

## Generally

{{ text\_company\_short\_name }} operates under the general policy that the workplace is for work. {{ text\_company\_short\_name }} seeks to provide a workplace free from tensions involving matters that do not relate to the Company’s business operations. Racial, sexual, gender, or religious discrimination and remarks/slurs, as well as animosity, unwelcome sexual advances, intimidation, threats, or requests for sexual favors do not belong in the workplace and will not be tolerated.

You are prohibited from harassing other employees of {{ text\_company\_short\_name }}. While harassment can take many forms, it generally revolves around another person’s sex, race, color, religion, national origin, age, disability, or sexual orientation. Harassment can be verbal or it can be physical. In either case, however, such harassment is strictly prohibited and will not be tolerated at {{ text\_company\_short\_name }}.

Sexual harassment is of particular importance because of how subtle it can often be. Sexual harassment, which includes unwelcome sexual advances and innuendo, requests for sexual favors, sexually motivated verbal or physical conduct or contact, and visual forms of harassment of a sexual nature, will not be tolerated.

In certain cases, such harassment is illegal, such as when submission to such conduct is either explicitly or implicitly made a term or condition of employment, is used as the basis for employment decisions, if such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance, or if such conduct creates an intimidating, hostile, or offensive work environment.

num\_employees >= 5

## Sexual Harassment Training

Every year, non-managerial employees will receive 1 hour of sexual harassment training and abusive conduct prevention, while managerial employees will receive 2 hours of such training. In addition, {{ text\_company\_short\_name }} is also providing you with 2 helpful pamphlets published by the Department of Fair Employment and Housing (“DFEH”). Those DFEH pamphlets, as well as a blank certificate you might receive after completing such training, are attached to this Handbook as ***Exhibit “D.”***

###

## Recourse

yn\_harassment\_person == "Yes"

If you believe that you are being harassed by another employee of {{ text\_company\_short\_name }}, you must immediately notify {{ text\_harassment\_person }}, preferably in writing. You may also telephone {{ text\_harassment\_person }} at any time day or night by calling {{ text\_harassment\_person\_phone }}.

If the harassment is coming from {{ text\_harassment\_person }}, then you must immediately notify any other supervisor, officer, director, or manager that you trust at {{ text\_company\_short\_name }}.

Please know that {{ text\_company\_short\_name }} will do its best to keep itself free of any conduct that creates an intimidating, abusive, hostile, or offensive work environment for you. Please also know that {{ text\_company\_short\_name }} will not tolerate retaliation against you if you lodge a complaint of sexual or other harassment, or for providing information in connection with any such complaint by another employee. Finally, please know that {{ text\_company\_short\_name }} appreciates that harassment can represent an extremely personal event to someone who has been harassed, and so far as is reasonable and practicable, {{ text\_company\_short\_name }} will endeavor to keep confidential all such complaints, interviews, and witness statements.

###

yn\_harassment\_person == "No"

If you believe that you are being harassed by another employee of {{ text\_company\_short\_name }}, you must immediately notify {{ text\_hr\_person }}, preferably in writing.

If the harassment is coming from {{ text\_hr\_person }}, then you must immediately notify any other supervisor or manager that you trust at {{ text\_company\_short\_name }}.

Please know that {{ text\_company\_short\_name }} will do its best to keep itself free of any conduct that creates an intimidating, abusive, hostile, or offensive work environment for you. Please also know that {{ text\_company\_short\_name }} will not tolerate retaliation against you if you lodge a complaint of sexual or other harassment, or for providing information in connection with any such complaint by another employee. Finally, please know that {{ text\_company\_short\_name }} appreciates that harassment can represent an extremely personal event to someone who has been harassed, and so far as is reasonable and practicable, {{ text\_company\_short\_name }} will endeavor to keep confidential all such complaints, interviews, and witness statements.

###

# DISABILITY ACCOMMODATIONS POLICY

num\_employees >= 5

{{ text\_company\_short\_name }} complies with the Americans with Disabilities Act, as amended by the ADA Amendments Act, the Fair Employment and Housing Act, and all applicable local fair employment practices laws. Consistent with the Company’s commitment to provide equal employment opportunities to its disabled employees, {{ text\_company\_short\_name }} will provide you with a reasonable accommodation if the reasonable accommodation will permit you to perform the essential functions of your job unless providing such an accommodation would (or does) create an unreasonable hardship on {{ text\_company\_short\_name }}. In no event, however, will {{ text\_company\_short\_name }} ever retaliate against you for a good faith request for an accommodation.

If your doctor prescribes you any medications that will temporarily impair your ability to perform any of your job functions, you must notify {{ text\_hr\_person }} and provide a note from your doctor indicating that you are unable to perform 1 or more specific aspects of your job. The note should specify which of your duties you cannot safely perform while on the medication, but the note need not identify the drug in question. In such cases, and only if practicable, {{ text\_company\_short\_name }} will temporarily assign you alternative duties.

If you otherwise believe that you need an accommodation because of your disability, you are responsible for requesting a reasonable accommodation from {{ text\_hr\_person }}. While you may make the request orally, {{ text\_company\_short\_name }} encourages you to make such a request in writing and to include relevant information, such as: (i) a description of the accommodation that you’re requesting; (ii) the reason that you need the accommodation; and (iii) details explaining how the accommodation will help you perform the essential functions of your job.

After receiving your oral or written request, {{ text\_company\_short\_name }} will, to the extent required by applicable law, engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations.

Keep in mind that {{ text\_company\_short\_name }} is not required to make the specific accommodation requested by you, but instead may elect to provide an alternative, effective accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

If your disability is not obvious, {{ text\_company\_short\_name }} may request that you provide supporting documents showing that you have a disability within the meaning of federal, state, or local laws, and that your disability necessitates a reasonable accommodation. Also, if the information you provide in your response to such a request is insufficient in the Company’s opinion, {{ text\_company\_short\_name }} may require that you see a health care professional of the Company’s choosing and expense. In such cases, your refusal to provide the requested information or see the selected health care professional may result in the denial of your request for an accommodation.

{{ text\_company\_short\_name }} makes determinations about reasonable accommodations on a case-by-case basis and only after carefully considering various factors and assessing each situation. Once the Company has made its determination, you will be notified regarding that determination. If you have any questions regarding such a determination, or about {{ text\_company\_short\_name|possessive }} disability policy in general, please speak with {{ text\_hr\_person }}.

###

num\_employees < 5

{{ text\_company\_short\_name }} complies with the Americans with Disabilities Act, as amended by the ADA Amendments Act, the Fair Employment and Housing Act, and all applicable local fair employment practices laws. Consistent with the Company’s commitment to provide equal employment opportunities to its disabled employees, {{ text\_company\_short\_name }} will provide you with a reasonable accommodation if the reasonable accommodation will permit you to perform the essential functions of your job unless providing such an accommodation would (or does) create an unreasonable hardship on {{ text\_company\_short\_name }}. In no event will {{ text\_company\_short\_name }} ever retaliate against you for a good faith request for an accommodation.

###

# WORKPLACE VIOLENCE

## Introduction

{{ text\_company\_short\_name }} is committed to preventing workplace violence and to maintaining a safe work environment. Accordingly, the Company has adopted the following guidelines to deal with intimidation or other threats/acts of violence that may occur during business hours or on its premises and that has a high likelihood of resulting in injury, psychological trauma, or stress to you, regardless of whether you sustain an actual injury. For purposes of this provision, a “credible threat of violence” is a knowing and willful statement or course of conduct that would place a reasonable person in fear for his or her safety, or the safety of his or her immediate family, and that serves no legitimate purpose. A “course of conduct” is a pattern of conduct composed of a series of acts over a period of time that shows a continuity of purpose, including: (i) following or stalking you to for from the office; (ii) entering our offices for the purposes of interacting with you; (iii) following you during working hours (when you’re away from the office on Company business); or (iv) making non-business-related phone calls to you during work hours.

The Company’s Workplace Violence Prevention Plan is attached to this Handbook as ***Exhibit “E.”*** You are required to read that plan in its entirety. If you have any questions about Exhibit “E,” please ask {{ text\_hr\_person }}.

## Violence Policy

{{ text\_company\_short\_name }} will not tolerate conduct that uses threats (or actual) violence against another employee, client, or Company vendor (unless for purposes of self-defense, which shall be excluded under this policy). Violence covered under this policy includes, without limitation, any of the following:

• Using or threatening to use a weapon against another employee or client.

• Battering another employee or client.

• Threatening another employee or an employee’s personal or real property with harm.

• Threatening another employee’s or client’s family or friends with harm.

• Intentionally destroying (or threatening to destroy) any of the Company’s property.

• Using phones, computers, or any means of communication to make threats to another.

• Engaging in surveillance or stalking within the meaning of California law.

## Reporting Violence

All threats of (or actual) violence, both direct and indirect, that occur during work, or that may affect you at work, should be reported as soon as possible to {{ text\_hr\_person }}, your immediate supervisor, or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

If more immediate action is needed, call 911. Do not place yourself in peril. If you see or hear a commotion or disturbance near your workstation, do not try to intercede or observe what is happening.

{{ text\_company\_short\_name }} will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The Company will use discretion and take all reasonable steps to protect your confidentiality.

## Emergency Response Procedures

We all have responsibility for the security and safety of the premises. The Company therefore encourages you to communicate openly with your fellow employees concerning emergency and safety issues. It is vital that you acquaint yourself with the location of all fire alarms, emergency exits, and first-aid kits. When evacuation is necessary, e.g., in the event of fire, always evacuate the premises calmly and immediately as directed by {{ text\_hr\_person }}. In the event of a medical emergency, call 911.

For the rest of the Company’s emergency procedures, refer to Exhibit “E.”

# DRUGS & ALCOHOL

## General

yn\_exempt\_drink\_alcohol\_with\_clients == "Yes"

yn\_drink\_alcohol\_events == "Yes"

To help ensure a safe, healthy, and productive work environment for you and the Company’s other employees, the use and abuse of illegal drugs (or the abuse of prescription drugs) while on the Company’s time or business is strictly prohibited. Likewise, while there may be times when you are permitted to consume alcohol while on Company time or business, such as in the context of entertaining a client/customer or attending an event hosted by {{ text\_company\_short\_name }}, you must do so responsibly and in compliance with the procedures contained in this Handbook.

###

yn\_drink\_alcohol\_events == "No"

To help ensure a safe, healthy, and productive work environment for you and the Company’s other employees, the use and abuse of illegal drugs (or the abuse of prescription drugs) while on the Company’s time or business is strictly prohibited. Likewise, while there may be times when you are permitted to consume alcohol while on Company time or business, such as in the context of entertaining a client/customer, you must do so responsibly and in compliance with the procedures contained in this Handbook.

###

###

yn\_exempt\_drink\_alcohol\_with\_clients == "No"

yn\_drink\_alcohol\_events == "Yes"

To help ensure a safe, healthy, and productive work environment for you and the Company’s other employees, the use and abuse of illegal drugs (or the abuse of prescription drugs) while on the Company’s time or business is strictly prohibited. Likewise, while there may be times when you are permitted to consume alcohol while on Company time or business, such as in the context of attending an event hosted by {{ text\_company\_short\_name }}, you must do so responsibly and in compliance with the procedures contained in this Handbook.

###

yn\_drink\_alcohol\_events == "No"

To help ensure a safe, healthy, and productive work environment for you and the Company’s other employees, the use and abuse of drugs or alcohol while on the Company’s time or business is strictly prohibited.

###

###

yn\_exempt\_entertain\_clients == "No"

yn\_drink\_alcohol\_events == "Yes"

To help ensure a safe, healthy, and productive work environment for you and the Company’s other employees, the use and abuse of illegal drugs (or the abuse of prescription drugs) while on the Company’s time or business is strictly prohibited. Likewise, while there may be times when you are permitted to consume alcohol while on Company time or business, such as in the context of attending an event hosted by {{ text\_company\_short\_name }}, you must do so responsibly and in compliance with the procedures contained in this Handbook.

###

yn\_drink\_alcohol\_events == "No"

To help ensure a safe, healthy, and productive work environment for you and the Company’s other employees, the use and abuse of drugs or alcohol while on the Company’s time or business is strictly prohibited.

###

###

## Drugs

Possessing, using, consuming, purchasing, distributing, manufacturing, dispensing, or selling any illegal or non-prescribed drugs, or having such substances in your system without medical authorization during your work hours, or while conducting *any* business on behalf of {{ text\_company\_short\_name }}, regardless of whether or not you are on the Company’s premises, is strictly prohibited. *Please keep in mind that for the purposes of the Company’s anti-drug policies, while you are performing any work for the Company—i.e., while you’re on Company time—you may not be under the influence of marijuana even it such use is prescribed by a doctor. You’re free to use marijuana on your own time.*

In addition, the use of, or being under the influence of, an otherwise legal (e.g., prescribed) drug is prohibited if such use prevents you from safely and reasonably performing your normal job functions or constitutes a danger to other individuals. If you are medically required to take a substance that has a reasonable chance of preventing you from safely or properly performing your normal job functions, you must discuss the matter with {{ text\_hr\_person }}. If {{ text\_company\_short\_name }} determines that your use of the prescribed drug does not pose any safety risk, or otherwise render you unable to properly perform your normal job duties, you will be permitted to work.

If your use of such a prescription drug is temporary and you would like to request an accommodation, please speak with {{ text\_hr\_person }} to determine whether any such arrangement can reasonably be made.

You must notify {{ text\_hr\_person }} in the event of your arrest, plea, or conviction for or under a criminal statute prohibiting the use, possession, or distribution of any drugs within 5 days after the arrest, plea, or conviction if: (i) it arises out of conduct that occurred in the workplace or while conducting business on behalf of {{ text\_company\_short\_name }}; or (ii) your arrest occurred while you were operating a motor vehicle.

## Alcohol

yn\_exempt\_drink\_alcohol\_with\_clients == "Yes" and yn\_drink\_alcohol\_events == "Yes"

If your job duties include entertaining {{ text\_company\_short\_name|possessive }} clients/customers, you are permitted to consume or purchase alcohol in the context of such entertainment provided that you do so in compliance with all applicable laws. Likewise, the consumption of alcohol is permitted at Company sponsored events where {{ text\_company\_short\_name }} is either supplying the alcohol (e.g., the Company is hosting an open bar), or where the Company is hosting an event where alcohol is being supplied by the venue (e.g., a non-hosted bar).

In all such cases, if you choose to consume alcohol, you must: (i) responsibly monitor your alcohol intake; (ii) strictly comply with all applicable traffic and safety laws; and (iii) ensure that your conduct does not harm the Company’s reputation, or its clients/customers or employees. If you are under the age of 21, you are prohibited from consuming alcohol no matter what the circumstances may be.

###

yn\_exempt\_drink\_alcohol\_with\_clients == "Yes" and yn\_drink\_alcohol\_events == "No"

If your job duties include entertaining {{ text\_company\_short\_name|possessive }} clients/customers, you are permitted to consume or purchase alcohol in the context of such entertainment provided that you do so in compliance with all applicable laws. If you decide to consume alcohol in the context of entertaining a client/customer of the Company, you should exercise reasonable discretion.

This means that you must always: (i) responsibly monitor your alcohol intake; (ii) strictly comply with all applicable traffic and safety laws; and (iii) ensure that your conduct does not harm the Company’s reputation, or its clients/customers or employees. If you are under the age of 21, you are prohibited from consuming alcohol no matter what the circumstances may be.

###

yn\_exempt\_drink\_alcohol\_with\_clients == "No" and yn\_drink\_alcohol\_events == "Yes"

You may consume alcohol at events where {{ text\_company\_short\_name }} is either supplying the alcohol (e.g., {{ text\_company\_short\_name }} is hosting an open bar), or where the Company is hosting an event where alcohol is being supplied by the venue (e.g., a non-hosted bar).

In all such cases, if you choose to consume alcohol, you must: (i) responsibly monitor your alcohol intake; (ii) strictly comply with all applicable traffic and safety laws; and (iii) ensure that your conduct does not harm {{ text\_company\_short\_name|possessive }} reputation, or the reputations of its clients/customers or employees. If you are under the age of 21, you are prohibited from consuming alcohol regardless of the circumstances.

###

yn\_exempt\_drink\_alcohol\_with\_clients == "No" and yn\_drink\_alcohol\_events == "No"

Even if your job duties may include entertaining {{ text\_company\_short\_name|possessive }} clients/customers, you are *never* permitted to consume alcohol in the context of such entertainment. If a client/customer offers to drink alcohol with you, you are obligated to politely decline.

Likewise, the consumption of alcohol is never permitted at any event sponsored by or affiliated with {{ text\_company\_short\_name }}, even if the Company is hosting an event where alcohol is offered by the venue (e.g., a restaurant or club).

###

yn\_exempt\_entertain\_clients == "No" and yn\_drink\_alcohol\_events == "No"

The consumption of alcohol is never permitted at any event sponsored by or affiliated with {{ text\_company\_short\_name }}, even if the Company is hosting an event where alcohol is offered by the venue (e.g., a restaurant or club).

###

yn\_exempt\_entertain\_clients == "No" and yn\_drink\_alcohol\_events == "Yes"

You may consume alcohol at events where {{ text\_company\_short\_name }} is either supplying the alcohol (e.g., {{ text\_company\_short\_name }} is hosting an open bar), or where the Company is hosting an event where alcohol is being supplied by the venue (e.g., a non-hosted bar).

In all such cases, if you choose to consume alcohol, you must: (i) responsibly monitor your alcohol intake; (ii) strictly comply with all applicable traffic and safety laws; and (iii) ensure that your conduct does not harm the Company’s reputation, or its clients/customers or employees. If you are under the age of 21, you are prohibited from consuming alcohol no matter what the circumstances may be.

###

In the event that your duties at {{ text\_company\_short\_name }} ever require you to operate a vehicle on Company-related business (regardless of whether the vehicle belongs to you or the Company), you are required to notify the Company within 5 calendar days of your arrest, plea, or conviction for or under any statute related to driving under the influence of alcohol or driving while impaired/intoxicated. This policy includes any arrest, plea, or conviction related to a “wet reckless” infraction.

yn\_drug\_testing\_applicants == "Yes" or yn\_drug\_testing\_random == "Yes" or yn\_prohibit\_pot == "Yes"

## Drug Testing

Many employers have elected to institute a drug testing program for employees as part of their overall safety plan. Subject to specific protections and obedience to overarching public policies, California law permits private employers to conduct such testing.

To facilitate your participation in the Company’s drug testing program, {{ text\_company\_short\_name }} may ask you to review and sign a *drug testing consent form* prior to undergoing a drug test.

yn\_drug\_testing\_applicants == "Yes"

Any offer of employment you receive from {{ text\_company\_short\_name }} shall be deemed conditional, whether you actually commence work with the Company or not, until either of the following occurs: (i) you undergo a pre-employment drug test and the test results are negative; or (ii) {{ text\_company\_short\_name }} provides you with a written waiver of your obligation to submit to such a pre-employment drug test.

###

yn\_drug\_testing\_random == "Yes"

If your specific job duties involve the use of potentially dangerous equipment, impacts the safety of the public or your fellow employees, or if the law/regulations require it, then subject to applicable law, {{ text\_company\_short\_name }} reserves the right to require you to undergo random or periodic drug testing.

In the event that you are involved in any accident or injury that occurs either while in the performance of your job duties for the Company or while you are engaged in any business on the Company’s behalf, or if your conduct (e.g., sudden absenteeism, decline in work performance, etc.) or physical appearance (e.g., bloodshot eyes, dilated pupils, compromised balance, etc.) reasonably leads at least 2 supervisory level employee(s), manager(s), officer(s), or director(s) at {{ text\_company\_short\_name }} to suspect that you are under the influence of drugs or alcohol, then at the Company’s request, you must submit to a drug test.

Regardless of the circumstances, you will need to provide the laboratory conducting your drug/alcohol testing with a sample of your urine, blood, saliva, hair, or breath (whichever they request from you). You must also cooperate if the testing facility decides to use any other type of generally accepted procedure, such as a pupil reaction eye test.

###

yn\_drug\_testing\_random == "No"

While the Company’s drug testing policy does not include random or periodic testing, in the event that you are involved in any accident or injury that occurs either while in the performance of your job duties for the Company or while you are engaged in any business on the Company’s behalf, or if your conduct (e.g., sudden absenteeism, decline in work performance, etc.) or physical appearance (e.g., eyes, balance, etc.) reasonably leads at least 2 supervisory level employee(s), manager(s), officer(s), or director(s) at {{ text\_company\_short\_name }} to suspect that you are under the influence of drugs or alcohol, then at the Company’s request, you must submit to a drug test.

When requested, you will need to provide the laboratory conducting your drug test(s) with a sample of your urine, blood, saliva, hair, or breath (whichever they request from you). You must also cooperate if the testing facility decides to use any other type of generally accepted procedure, such as a pupil reaction eye test.

###

yn\_prohibit\_pot == "Yes"

In the event of a positive test, however, you shall not only have the right to take a retest at the Company’s expense, but you will also have the right and opportunity to explain whether or not the positive test results arose out of your use of legal prescription medications (*excluding* marijuana, which, for the purpose of the Company’s anti-drug policies, constitutes an *illegal* drug regardless of whether or not you have a prescription).

###

yn\_prohibit\_pot == "No"

In the event of a positive test, however, you shall not only have the right to take a retest at the Company’s expense, but you will also have the right and opportunity to explain whether or not the positive test results arose out of your use of legal prescription medications.

###

###

# DISCIPLINARY ACTION

Conduct that {{ text\_company\_short\_name }} deems harmful to its business or its relationship with its clients or other employees is prohibited. Such prohibited conduct may include, but is certainly not limited to, the following:

• Failing to follow instructions of, or to perform work requested by, a supervisor or manager.

• Too many absences, whether such absences are excused or not, and that are not otherwise protected by law.

• Insubordination or lack of cooperation.

• Violating the Company’s safety rules and practices.

• Creating or contributing to unhealthful or unsanitary conditions on the Company’s premises.

• Abusing, wasting, or stealing the Company’s property or property belonging to someone else.

• Removing the Company’s property or records from its premises without written authorization when your job responsibilities do not typically include such removal.

• Falsifying reports or records, including employment applications, personnel records, timecards/timesheets, or reimbursement requests.

• Violating the law while performing your job duties for the Company, regardless of where such violations occur.

• Fighting or starting a disturbance on the Company’s premises or while performing job duties, including assaulting or intimidating another employee or non-employee.

• Unauthorized possession of firearms, weapons, or illegal/dangerous substances while on the Company’s premises or while performing your job duties for {{ text\_company\_short\_name }}.

• Violating the policies and procedures set forth in this Handbook.

Engaging in any of the conduct described above may, in the Company’s sole discretion, result in your immediate termination. But keep in mind that {{ text\_company\_short\_name }} may also terminate your employment even if you have *not* engaged in such conduct, or for any reason (or no reason) at all. This is what it means to be an “at-will” employee.

# AT-WILL EMPLOYMENT ONLY

In fact, being an at-will employee means that subject to applicable law, both you and {{ text\_company\_short\_name }} have the absolute and unfettered right to terminate your employment at any time, with or without cause, and with or without notice.

That means that at all times during your employment with {{ text\_company\_short\_name }}, you will be, and always shall remain, solely an at-will employee. No oral representation by anyone, including any of {{ text\_company\_short\_name|possessive }} owners, managers, directors, supervisors, shareholders, officers, employees, or representatives, may be treated as an employment agreement, implied or otherwise. In fact, the only instance in which your status as an at-will employee can possibly change is if you enter into a written agreement with {{ text\_company\_short\_name }}, signed by {{ text\_name\_person\_change\_atwill }}, that explicitly states that you are employed by {{ text\_company\_short\_name }} for a specified period of time.

**BY ACCEPTING EMPLOYMENT WITH {{ text\_company\_short\_name|upper }}, YOU HAVE ACKNOWLEDGED THAT THE COMPANY HAS NOTIFIED YOU THAT: (i) YOU WILL BE AND SHALL REMAIN AN AT-WILL EMPLOYEE ABSENT A WRITTEN AGREEMENT TO THE CONTRARY SIGNED BY {{ text\_name\_person\_change\_atwill|upper }}; (ii) YOU MAY BE TERMINATED FOR ANY REASON AT ANY TIME; AND (iii) NOBODY AT {{ text\_company\_short\_name|upper }} HAS ENTERED INTO ANY AGREEMENT WITH YOU, ORAL OR WRITTEN, IMPLIED OR EXPLICIT, REGARDING ANY TERM OF EMPLOYMENT.**

# RETURN OF COMPANY PROPERTY

Upon termination of your employment with {{ text\_company\_short\_name }}, whether voluntary or otherwise, or at any other time upon request by {{ text\_company\_short\_name }}, you must promptly deliver to {{ text\_company\_short\_name }} all documents, records, files, computer disks, and other information regarding or containing any of the Company’s Confidential Information, Customer Confidential Information, or Intellectual Property.

You must also immediately return any property {{ text\_company\_short\_name }} issued to you, including but not limited to, the Company’s Electronic Equipment, keys, entry cards, FOBs, mobile phones, parking passes, and credit cards. Should you later discover any property or proprietary or Confidential Information belonging to {{ text\_company\_short\_name }} in your possession after your departure from the Company, you must return such material promptly without retaining copies or excerpts of any kind.

# HONORING RIGHTS OF THIRD PARTIES

Before your 1st day of work at {{ text\_company\_short\_name }}, you are obligated to inform {{ text\_hr\_person }} if your compliance with any of the rules and procedures contained in this Handbook will constitute a breach on your part of any enforceable agreement between you and a third party (including a former employer of yours) to keep certain information confidential.

In such cases, you are prohibited from disclosing to anyone at {{ text\_company\_short\_name }}, or inducing the Company to use, any confidential or proprietary information or material belonging to any previous employers or others. You are also prohibited from being a party to any other agreement that will interfere with your full compliance with the policies and procedures contained in this Handbook.

# OTHER NOTICES

By signing the acknowledgment form at the end of this Handbook, you are acknowledging that in addition to receiving a copy of this Handbook, you also concurrently received: (i) a worker’s compensation brochure; (ii) chiropractor and physician designation forms; (iii) sexual harassment pamphlets; and (iv) information on disability insurance rights and benefits. You are also acknowledging that you have verified for yourself that {{ text\_company\_short\_name }} has prominently displayed at your work premises, the postings required by law (e.g., regarding issues like minimum wage, overtime, num\_employees >= 20 bonding rights under the NPLA, ###discrimination, etc.).

# POLICIES SUBJECT TO CHANGE

{{ text\_company\_short\_name }} continually reviews its personnel policies and employee benefits and reserves the right, in its sole discretion, to modify, supplement, amend, or delete any portion of this Handbook at any time—regardless of whether or not any specific section of this Handbook contains language reserving that right.

**ACKNOWLEDGEMENT OF RECEIPT BY EMPLOYEE:**

I acknowledge that I have received a copy of the Company’s Employee Handbook and that I have been encouraged to read it carefully. I also acknowledge that I’ll be expected to abide by the rules and procedures contained in the Handbook.

I further acknowledge my understanding that this Handbook is NOT a contract, either express or implied, between myself and {{ text\_company\_short\_name }}. I acknowledge that I have been informed that {{ text\_company\_short\_name }} may alter, eliminate, or add to the policies and procedures contained in this Handbook as it sees fit.

I acknowledge that no specific policy of this Handbook, or the totality of policies contained in the Handbook, is intended to modify my status as an at-will employee. Specifically, I am aware that the employment relationship may be terminated regardless of my compliance with the procedures and standards in this Handbook, my achievement of any particular level of job performance, or the absence of just cause for termination. This means that {{ text\_company\_short\_name }} may terminate me for any (or no) reason, at any time, and without notice.

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Employee Signature]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
[Employee Printed Name]

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<!-- attach template='handbook\_exhibit\_b\_email\_addendum' -->

<!-- attach pdf='ex c sheet - employee handbook.pdf' -->

<!-- attach pdf='ex c - 2810.5 notice to employee (fill-in).pdf' -->

<!-- attach pdf='ex d sheet - employee handbook.pdf' -->

<!-- attach pdf='ex. d - sexual harassment materials.pdf' -->