

# HAXTON

M A S O N R Y I N C .

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7138 E. 29th Street

Yuma, AZ 85365

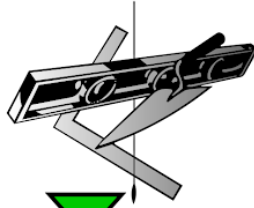
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## **EMPLOYEE POLICY HANDBOOK**

October 2021

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Prepared by:  
P•A•S Associates  
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# HAXTON

## MASONRY INC. EMPLOYEE CLASSIFICATION SHEET

EMPLOYEE NAME \_\_\_\_\_

CURRENT DATE \_\_\_\_\_ HIRE DATE \_\_\_\_\_

JOB TITLE \_\_\_\_\_

CLASSIFICATION:     Exempt                       Non-Exempt

STATUS:                       Introductory             Regular             Temporary

CATEGORY:                 Full-Time                 Part-Time

ELIGIBILITY DATE FOR GROUP HEALTH BENEFITS \_\_\_\_\_  
(In line with policy stated on Page 6.1 of Employee Policy Handbook.)

ELIGIBILITY DATE FOR SICK LEAVE BENEFITS \_\_\_\_\_  
(In line with policy stated on Page 6.1 of Employee Policy Handbook.)

ADDITIONAL COMMENTS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
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## **WELCOME TO HAXTON MASONRY, INC.!**

We are pleased you have decided to join us!

As you begin what we hope to be a fulfilling employment with this Company, we would like you to take a few moments to become familiar with our goals and policies. This handbook will give you an explanation of our policies, making your work easier, as well as give you an insight into what is expected of you and what you can expect from your work here. As you become accustomed to the policies, you will naturally augment your qualifications and increase your value to the Company and to those with whom we do business.

Please take time to carefully review our Employee Policy Handbook and do not hesitate to direct any questions you may have to me. We will be happy to assist you in any way we can.



## INTRODUCTION TO HANDBOOK

Haxton Masonry, Inc. (hereinafter referred to as “the Company”) has prepared this handbook to provide all employees an explanation of the Company’s policies, benefits and rules. It is intended to familiarize all employees with important information about the Company, as well as information regarding their own privileges and responsibilities. It is important that all employees read, understand, and follow the provisions of the handbook. Employees will find it to their advantage to read the entire handbook promptly so that they will have a complete understanding of the material covered.

It is obviously not possible to anticipate every situation that may arise in the workplace or to provide information that answers every possible question. In addition, circumstances will undoubtedly require that policies, practices, and benefits described in this handbook change from time to time. Accordingly, the Company reserves the right to modify, supplement, rescind or revise any provision of this handbook from time to time as it deems necessary or appropriate in its discretion. Employees will be advised in writing of changes when they occur. Employees shall note, however, that only the Owner or Project Administrator/Human Resources has the right to revise any provision or policy in this handbook, with such revisions made in writing only and signed by the Owner or Project Administrator/Human Resources of the Company. Any written changes to this handbook will be distributed to all employees. No oral statements can in any way change or alter the provisions of the handbook.

If an employee has any difficulty reading or understanding any of the provisions of this handbook, they should contact their supervisor. They will gladly make assistance available to any employee who is unable to understand the Company’s policies.

## OPEN DOOR POLICY

At some point, an employee may have a complaint, suggestion or question about his/her job or working conditions. Suggestions for improvement are always welcome. The Open Door Policy encourages responses from employees and assists in alleviating misunderstandings or uncomfortable situations in the work environment.

Because employees’ complaints, questions, and suggestions are also of concern to the Company, this policy allows for any employee to speak to a management team member in addition to their immediate supervisor (e.g., Project Administrator/Human Resources), as needed.

These individuals will treat discussions as confidentially as appropriate to address the issue, and those involved will attempt to help the employee seek a solution. This policy, which the Company believes is important to both the employee and the Company, cannot guarantee that every problem will be resolved to the employee’s satisfaction. However, the Company values employee observations, and employees should feel free to raise issues of concern without fear of retaliation.

## STATEMENT OF AT-WILL EMPLOYMENT STATUS

The Company does not promise or guarantee a minimum length of employment, and employment at the Company is employment at-will. Employees at-will may be terminated with or without cause, with or without notice, at any time, by either the Company or the employee. The Company retains the right to demote, transfer, and change an employee's job duties, and compensation at any time, with or without notice, and with or without cause, in its sole discretion.

The at-will employment status of any employee may be modified or amended only by an express written agreement signed by the employee and the Project Administrator/Human Resources, and such written agreement must specifically reference the at-will provision of this handbook and expressly waive such provision.

No employee, officer, or representative of the Company other than the Project Administrator/Human Resources is authorized to modify or amend the at-will nature of the employment relationship of any employee. The Project Administrator/Human Resources is authorized to modify or amend the at-will employment status of any employee only in accordance with the terms of this section entitled "Statement of At-Will Employment Status."

Nothing in this handbook or any other document or statement, whether written or oral, shall limit the right of the employee or the Company to terminate the employment relationship for any reason, with or without notice.

## EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

The Company believes that equal opportunity is a fundamental principle in conducting business, and has promoted this principle as a basic policy in the governing of the Company. The Company believes that all persons are entitled to equal employment opportunity and prohibits discrimination against its employees or applicants based on any protected category as defined by law, including, but not limited to: race, color, religious creed (all aspects of religious belief, observances and practices including religious dress and grooming practices), sex (pregnancy, childbirth, breastfeeding and related medical conditions), national origin, ancestry, sexual orientation, age (over 40), marital status (including registered domestic partner status), gender identity, physical disability, except where physical fitness is a valid occupational qualification mental disability, medical condition (as defined by law), genetic information, genetic test results (Arizona employees), gender expression, registered medical marijuana cardholder (Arizona employees), military and veteran status, familial status (Arizona employees), or any other grounds prohibited by state or federal law. Equal employment opportunity will be extended to all persons in all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall and termination.

For purposes of this policy, discrimination on the basis of "national origin" also includes discrimination against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States. An applicant's or employee's immigration status will not be considered for any Company employment purpose except as necessary to comply with federal, state, or local laws.

The Company prohibits discrimination against individuals providing services in the workplace pursuant to a contract, unpaid internship, volunteers, or another limited duration program to provide unpaid work experience. This commitment applies to all persons involved in the operations of the Company and prohibits unlawful discrimination by any employee of the Company, including supervisors and co-workers. All such discrimination is unlawful.

The Company also prohibits pay discrimination between employees of the opposite sex performing substantially similar work, as defined by the California Fair Pay Act, Arizona's Equal Pay Law and federal law. Pay differentials may be appropriate and valid depending on the circumstances and as defined by law. Employees will not be retaliated against for inquiring about their wages or discussing wages with other employees. However, the Company does not disclose the wages of other employees.

The Company seeks to comply with legal requirements to ensure equal employment opportunities for persons who are qualified individuals with a disability. In order to make known to the Company the person's disability, any applicant or employee who requires accommodation in order to perform the essential functions of the job should contact the Project Administrator/Human Resources and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. The Company will then engage in a good faith interactive process with the employee or applicant to determine what, if any, effective accommodations can be made for the employee or applicant. The Company will conduct an investigation to identify the barriers that make it difficult for the applicant or employee to have an equal opportunity to perform his or her job. The Company will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the Company will make the accommodation. In addition, the Company will document the investigation.

If an employee believes they have been subjected to any form of unlawful discrimination, he/she is to inform the Project Administrator/Human Resources as soon as possible. The complaint can be made either orally or in writing. If the complaint relates to the Project Administrator/Human Resources or the employee is uncomfortable speaking to the Project Administrator/Human Resources, they shall provide the complaint to the Owner. An employee's complaint should be specific and should include the names of the individuals involved and the names of any witnesses. If a supervisor receives any complaint of action or conduct in violation of this Policy, or personally observes or overhears behaviors, actions, or comments in violation of this Policy, the supervisor must immediately report the information to the Project Administrator/Human Resources. The Company will undertake a prompt, impartial and thorough ~~and~~ investigation.

Based on the investigation, the Company will determine what, if any, remedial action should be taken, commensurate with the severity of the offense. Appropriate action will also be taken to deter any future discrimination. The Company does not permit retaliation against an employee, unpaid intern, independent contractor or volunteer for making a complaint or participating in any workplace investigation.

Executives, managers, supervisors, and employees who observe a violation of this policy or who receive a request for an accommodation should inform the Project Administrator/Human Resources immediately.

Employment decisions shall, therefore, comply with all applicable State and Federal laws prohibiting discrimination in employment.

## **POLICY AGAINST UNLAWFUL HARASSMENT AND DISCRIMINATION**

The Company is committed to providing a work environment that is free of unlawful discrimination and unlawful harassment. Together with the Equal Employment Opportunity Commitment policy described above, the Company maintains a strict policy prohibiting unlawful harassment in any form, including verbal,

physical, and visual harassment. To encourage all personnel to cooperate in implementing this policy, the following specific elements of the policy shall be strictly adhered to:

1. Company policy prohibits discrimination and harassment because of sex (which includes sexual harassment, gender harassment, and harassment due to pregnancy, childbirth, breastfeeding, or related medical conditions), and harassment because of race, religious creed (all aspects of religious belief, observances and practices including religious dress and grooming practices), color, national origin, ancestry, physical disability except where physical fitness is a valid occupational qualification, mental disability, medical condition (as defined by law), marital status (including registered domestic partner status), age (over 40), sexual orientation, genetic information, genetic test results (Arizona employees), gender expression, registered medical marijuana cardholder (Arizona employees), familial status (Arizona employees), military and veteran status or any other basis protected by federal, state, or local law, ordinance, or regulation. This policy applies to supervisors, co-workers, unpaid interns, independent contractors, volunteers and third parties (including vendors).
2. The use of derogatory comments, statements, or innuendos related to any of the protected categories referenced above is against Company policy.
3. All individuals shall be treated without regard to the above referenced protected statuses with respect to promotions, transfers, job rotations, training, work assignments, merit increases, overtime, employment tests, and related employment decisions.
4. The Company requires those who believe this policy is being violated to report any questionable situations directly to the Project Administrator/Human Resources. The Company's Open Door Policy assures the Company encourages responses from its employees and wishes to assist in alleviating misunderstandings or uncomfortable situations in the work environment.

If an individual believes they have been subjected to any form of harassment that violates this Policy, they are to inform the Project Administrator/Human Resources as soon as possible. The complaint can be made either orally or in writing. If the complaint relates to the Project Administrator/Human Resources, or the person is uncomfortable filing a complaint with the Project Administrator/Human Resources, they shall provide the complaint to the Owner. The complaint should be specific and should include the names of the individuals involved and the names of any witnesses. If a supervisor receives any complaint of action or conduct in violation of this Policy, the supervisor must immediately report the information to the Project Administrator/Human Resources. The Company will undertake a fair, timely, thorough and impartial investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. The Company will keep the investigation confidential to the extent possible, but does not promise that the investigation can be kept completely confidential.

The Company clearly does not tolerate harassment on the basis of any of the categories discussed in this policy and will take appropriate disciplinary action whenever such harassment is demonstrated. Any individuals engaging in such conduct contrary to Company policy may be personally liable in any legal action brought against them. If there are any questions concerning this policy, the Project Administrator/Human Resources should be contacted.

## **POLICY AGAINST SEXUAL HARASSMENT**

The Company is committed to providing a work environment that is free of sexual harassment. In keeping with this commitment, the employer maintains a strict policy prohibiting unlawful sexual harassment in any form.

Sexual Harassment is prohibited by this Company, is against the law, and will not be tolerated.

Every individual should be aware of:

- what sexual harassment is
- what steps to take if harassment occurs
- state law prohibiting retaliation for reporting sexual harassment

If an individual has any questions or concerns about this area, they shall contact the Project Administrator/Human Resources or the Owner for further information.

### **What is Sexual Harassment?**

Although many people think of sexual harassment as involving a male boss and a female subordinate, sexual harassment can also involve a female boss and male employee, unpaid intern, independent contractor and volunteer. Sexual harassment is harassment based on: sex or of a sexual nature; gender harassment; and harassment based on pregnancy, childbirth, breastfeeding, or related medical conditions. Sexual harassment often involves co-workers, unpaid interns, independent contractors and volunteers, other employees of the Company or other persons doing business with or for the Company and includes many forms of offensive behavior, including harassment of a person of the same gender as the harasser. It is against the law for females to sexually harass males or other females, and for males to sexually harass other males or females.

### **Federal and Arizona State Law**

Under federal law, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

### **California State Law**

California law defines sexual harassment as:

1. Verbal harassment -- epithets, derogatory comments or slurs.

**Examples:** Name-calling, belittling, sexually explicit or degrading words to describe an individual, sexually explicit jokes, comments about an individual's anatomy and/or dress, sexually oriented noises or remarks, questions about a person's sexual practices, use of patronizing terms or remarks, verbal abuse, graphic verbal commentaries about the body.

2. Physical harassment -- assault, impeding or blocking movement, or any physical interference with normal work or movement, when directed at an individual.  
**Examples:** *Touching, pinching, patting, grabbing, brushing against or poking another individual's body, hazing or initiation that involves a sexual component, requiring an individual to wear sexually suggestive clothing.*
3. Visual harassment -- derogatory posters, cartoons, or drawings.  
**Examples:** *Displaying sexual pictures, writings or objects, obscene letters or invitations, staring at an individual's anatomy, leering, sexually oriented gestures, mooning, unwanted love letters or notes.*
4. Sexual favors -- unwanted sexual advances which condition an employment benefit upon an exchange of sexual favors.  
**Examples:** *Threat of demotion, termination, etc., if, for example, requested sexual favors or continued requests for dates are not given; making or threatening reprisals after a negative response to sexual advances; or, propositioning an individual.*

It is impossible to define every action or all words that could be interpreted as sexual harassment. The examples listed above with the state definition of sexual harassment are not meant to be a complete list of objectionable behavior.

**If Sexual Harassment Occurs:**

1. If the individual is comfortable and able to do so, he/she may confront the harasser and request him/her to stop. The harasser may not realize the advances or behaviors are offensive. When it is appropriate and sensible, an individual should tell the harasser the behaviors or advances are unwelcome and must stop. Sometimes a simple confrontation will end the situation. However, if the individual is not comfortable addressing the situation directly with the alleged harasser, or the behavior does not cease immediately, he/she shall report his/her concerns and the events to the Project Administrator/Human Resources as soon as possible.
2. If the individual reports the harassment to the Project Administrator/Human Resources and is not comfortable with the response, or if the individual is not comfortable with reporting the conduct to the Project Administrator/Human Resources, the individual should immediately report it to the Owner.

Sexual harassment or retaliation may be reported in writing or verbally. An individual may report such activities even though they were not the target of the harassment.

3. The Company will undertake a fair, timely, thorough and impartial investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. The Company will keep the investigation confidential to the extent possible, but does not promise that the investigation can be kept completely confidential.
4. The Company will take whatever corrective action is deemed necessary, including disciplining or discharging any individual who is believed to have violated this prohibition against harassment. The Company will also take action to protect the complaining individual and to prevent further unlawful harassment or retaliation.

**Sexual Harassment Can Be Costly**

If an individual is found to have engaged in sexual harassment, they may be personally liable for monetary damages. The Company will **not** pay damages assessed personally against an individual.

**Protection Against Retaliation**

Company policy forbids retaliation against any individual who opposes sexual harassment, files a complaint, testifies, assists or participates in any manner in an investigation, proceeding or hearing conducted by the California Department of Fair Employment and Housing or the Arizona Civil Rights Division.

**Training for California Employees**

The Company shall provide at least one hour of training regarding the prevention of sexual harassment, including harassment based on gender identity, gender expression, and sexual orientation, to non-supervisory employees, and two hours of such training to supervisory employees.

Training shall be provided within six months of assumption of employment. Employees shall be trained by January 1, 2021 and every two years thereafter, except for seasonal and temporary employees who are hired to work for less than six months. These seasonal and temporary employees must be trained within 30 calendar days after their hire date or within 100 hours worked, effective January 1, 2020.

**Additional Information**

The California Department of Fair Employment and Housing (DFEH) and the Arizona Civil Rights Division are the state agencies that process complaints of unlawful discrimination and harassment, including sexual harassment.

To contact the DFEH, consult their website (<https://www.dfeh.ca.gov/>) for contact information. To contact the Arizona Civil Rights Division, consult their website at <https://www.azag.gov/civil-rights..>

The Equal Employment Opportunity Commission (EEOC) is the federal agency that processes complaints of unlawful discrimination and harassment, including sexual harassment. To contact the EEOC, consult their website (<https://www.eeoc.gov>).

## IMMIGRATION LAW COMPLIANCE

The Company is committed to full compliance with the Federal immigration laws. Federal law requires that every individual provide satisfactory evidence of his/her identity and legal authority to work in the United States.

Accordingly, all applicants who have been offered employment must comply with this procedure prior to the first day of employment.

In an effort to comply with the stipulations of the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990, it is the policy of the Company to follow the below-listed requirements:

1. All employees will fill out their part of the Employment Eligibility Verification form (Form I-9) prior to being hired.
2. The documents establishing an individual's identity and eligibility will be checked upon presentation of the completed Form I-9. If the individual does not have the appropriate documents available at this time, he or she must present the documents before beginning work.
3. The Company will properly complete Form I-9 and retain the form for at least three years. If the person is employed for a period longer than this, the Company will retain the form for one year after the person leaves employment.
4. The Company will present the form for inspection to a U.S. Citizenship and Immigration Services (USCIS), Immigration and Customs Enforcement (ICE) or other Department of Homeland Security, or Department of Labor (DOL) officer, upon request.

The following documents have been designated for determining employment eligibility and establishing identity. These documents are not acceptable if they are expired.

1. Unexpired United States Passport or United States Passport Card.
2. Unexpired foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine readable immigrant visa.
3. Permanent Resident Card/Alien Registration Receipt Card (Form I-551).
4. Unexpired Employment Authorization Document, which contains a photograph (Form I-766).
5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status:
  - a. Foreign passport; and
  - b. Form I-94 or Form I-94A that has the following:
    - i. The same name as the passport; and
    - ii. An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.
6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI.

If one of the above forms cannot be provided by the employee, one document establishing identity and one document establishing employment eligibility must be supplied. Lists of these documents are as follows:



### **DOCUMENTS THAT ESTABLISH IDENTITY**

For individuals 18 years of age or older:

1. Driver's license or identification card issued by a state of outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address.
2. Identification card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address.
3. School identification card with a photograph.
4. Voter's registration card.
5. United States Military card or draft record.
6. Military dependent's identification card.
7. United States Coast Guard Merchant Mariner Card.
8. Native American tribal document.
9. Driver's license issued by a Canadian government authority.

For individuals under age 18 who are unable to produce one of the documents listed above:

1. School record or report card.
2. Clinic, doctor or hospital record.
3. Daycare or nursery school record.

If a minor does not have any of the identity documents listed above, he or she does not have to produce an identity document if a parent or legal guardian completes the appropriate sections of the Form I-9 for the minor. The minor will still be required to present one of the documents establishing employment eligibility listed below.

If a disabled person is hired by the Company through a special placement program and cannot present any of the identity documents listed above, he or she is not required to produce an identity document if a representative of the nonprofit organization, a parent or a legal guardian completes the appropriate sections of the Form I-9. The disabled person will still be required to present one of the documents establishing employment eligibility listed below.

### **DOCUMENTS THAT ESTABLISH EMPLOYMENT AUTHORIZATION**

(These documents are not acceptable if they are expired.)

1. United States Social Security Account Number card, unless the card has one of the following restrictions:
  - (a) NOT VALID FOR EMPLOYMENT
  - (b) VALID FOR WORK ONLY WITH INS AUTHORIZATION
  - (c) VALID FOR WORK ONLY WITH DHS AUTHORIZATION
2. Certification of Birth Abroad issued by the Department of State (Form FS-545).
3. Certification of Report of Birth issued by the Department of State (Form DS-1350).

4. An original or certified copy of a birth certificate issued by a state, county, or municipal authority or territory of the United States bearing an official seal.
5. Native American tribal document.
6. United States Citizen Identification Card (Form I-197).
7. Identification Card for Use of Resident Citizen in the United States (Form I-179).
8. Employment authorization document issued by the Department of Homeland Security.

For more information regarding requirements and acceptable documents, the immediate supervisor may be contacted. For additional general information regarding the Immigration Reform and Control Act of 1986 or the Immigration Act of 1990, the local Homeland Security office may be contacted.

### **INTRODUCTORY PERIOD**

All new employees and existing employees promoted to new positions shall serve an Introductory Period of 90 calendar days, commencing with their first day of employment or their first day in the new position, respectively. During this period, the Company and the employee will have an opportunity to determine whether further employment with the Company or in the new position is appropriate.

The Company can extend the duration of the Introductory Period one or more times if, in its sole and absolute discretion, it determines that such an extension is appropriate. The employment relationship can be terminated by the employee or the employer at any time during or after the Introductory Period with or without cause or notice.

An employee who successfully completes the Introductory Period will be notified of his or her employee status by Human Resources. Completion of the Introductory Period does not alter an employee's at-will status nor entitle an employee to remain employed for any definite period of time.

### **PRE-EMPLOYMENT DRUG TESTING**

All prospective employees may be required to submit to pre-employment drug testing before beginning the first day of work. This examination is provided by the Company at its sole expense. There is no cost to the prospective employee. Generally, employees must pass the drug test prior to the first day of work.

All information obtained through pre-employment drug testing will be treated confidentially in compliance with the California Confidentiality of Medical Information Act.

### **PRE-EMPLOYMENT SKILLS AND KNOWLEDGE TESTING**

The Company may require prospective employees to complete a skills and/or knowledge exam as part of the interview process. This examination is provided by the Company at its sole expense. Consequently, there is no cost to the prospective employee. Examples of such examinations include skills and knowledge of clerical work, accounting, mechanical, and trades.

### **DEPARTMENT OF MOTOR VEHICLES (DMV) RECORD**

All applicants applying for positions which would require them to operate a Company-owned vehicle, a personal or a rental vehicle for Company purposes must possess a driving record acceptable to the Company and the Company's insurance carrier to be hired for such positions. These applicants are required to provide the following, upon offer of employment:

1. Proof of automobile insurance (if driving a personal or a rental vehicle for Company purposes), and
2. Valid driver's license.

Applicants who are applying for a position which includes the driving of a Company-owned vehicle, a personal or a rental vehicle for Company business shall note that a DMV printout is reviewed after offer of employment. Applicants or employees who are required to operate a Company-owned vehicle, a personal or a rental vehicle for Company purposes must also note that if their driver's license is suspended, revoked or expires, or if they receive a driving under the influence (DUI) violation, the Project Administrator/Human Resources must be informed immediately. Those who drive a personal or a rental vehicle for Company business must also inform the Project Administrator/Human Resources if their automobile insurance expires or is canceled. Failure to follow this policy is cause for disciplinary action, up to and including termination.

### **NEW EMPLOYEE REPORTING**

As required by state law, it is the policy of the Company to report the name, address and social security number of all new employees to the California Employment Development Department or the Arizona New Hire Reporting Center, within 20 days of starting work.

### **ELIGIBILITY FOR REHIRE**

Employees who are classified as "eligible for rehire" when they separate from the Company will be considered for rehire with other applicants, if they reapply for a position with the Company. Their prior record with the Company will be considered; however, consent from the Project Administrator/Human Resources is required to rehire any employee.

Please note that employees who are rehired following a break in service in excess of 30 calendar days for other than an approved leave of absence are considered "new" employees from the effective date of their reemployment for all purposes, including the determination of benefits.

## **EMPLOYMENT GROUPINGS**

In order to determine eligibility for various benefits, the Company has established the following employment groupings. All employees will have a status, a classification, and a category. Regardless of status, classification or category definition, all employees are at-will and will remain at-will absent a written agreement signed by the Project Administrator/Human Resources of the Company specifically changing the at-will relationship.

### **EMPLOYEE STATUS:**

#### **Introductory Employees**

Employees who are in the Introductory Period, as described on page 3.3, are called “Introductory” employees.

#### **Regular Employees**

Employees who are hired for an indefinite and unspecified duration are called “regular” employees.

#### **Temporary Employees**

Temporary employees are defined as those employees holding jobs of limited duration arising out of special projects, abnormal workloads or emergencies. An employee will not change from temporary status to another status unless specifically informed of such a change, in writing, by the Project Administrator/Human Resources.

### **EMPLOYEE CLASSIFICATION:**

#### **Exempt Employees**

This classification includes all full-time employees who are classified by this Company as exempt from the overtime provisions of the Federal Fair Labor Standards Act (FLSA) and any applicable state laws. Employees in this classification are expected to work at least full-time hours, which is defined by the FLSA as working 40 hours per week. These employees’ salaries are based on a job to be accomplished and not on a specific number of hours worked each week. Exempt employees are not required to maintain a daily timekeeping record, but are required to turn in a report of any sick, vacation or special time taken off during each pay period. Exempt employees are eligible to receive various employee benefits, as described in the various sections of this handbook. Please see Addendum A for more details on Exempt Employee Time Off Policy.

#### **Non-Exempt Employees**

Non-Exempt employees include all employees who are covered by the overtime provisions of the Federal Fair Labor Standards Act or any applicable state laws. Generally, employees in this classification are entitled to premium pay for work in excess of 40 hours in a workweek (for California and Arizona employees). California employees are also entitled to premium pay for work in excess of eight up to and including 12 hours in any workday, and for the first eight hours of work on the seventh consecutive day of work in a workweek, and double the employee's regular rate of pay for all hours worked in excess of 12 in any workday and for all hours worked in excess of eight on the seventh consecutive day of work in a workweek. These employees are required to maintain a daily timekeeping record, recording hours worked each day. Eligible Non-Exempt employees will begin to receive various employee benefits, as described in the various sections of this handbook.

**EMPLOYEE CATEGORY:****Full-Time Employees**

Any employee who is regularly scheduled to and does work 40 hours or more per workweek is considered a full-time employee. Full-time employees are eligible to receive employer-sponsored benefits, as noted within this handbook.

**Part-Time Employees**

Any employee who is regularly scheduled to and does work less than 40 hours per workweek is considered a part-time employee. Part-time employees are eligible to receive some employer-sponsored benefits, as noted within this handbook.

Part-time employees who are asked to work 40 hours or more per week on a temporary basis will not be classified as a full-time employee unless the Company, in its discretion, concludes and informs the employee in writing that they will be considered a full-time employee.

**ANNIVERSARY DATE**

The Company considers an employee's anniversary date to be the date of the first day an employee actually begins working for the Company.

**LENGTH OF SERVICE**

The Company considers an employee's length of service to be the total number of all full and partial months that an employee has worked for the Company from their most recent date of hire. An employee who changes job classifications shall retain length of service credits accrued in all previous job classifications for purposes of determining length of service. The Company utilizes length of service only in determining benefit accrual.

**REDUCTIONS/ADJUSTMENTS IN FORCE**

The Company is interested in continued increases in its growth and productivity. Accordingly, it will attempt to avoid cutbacks and reductions and adjustments in force whenever feasible. However, depending upon the circumstances that give rise to such a situation, the Company may respond in several ways, including offering a voluntary reduction of hours or days of work, reducing employees' hours or days of work, or implementing a reduction in staff, e.g., layoff.

## **PAYDAYS AND PAYCHECKS**

Employees are paid weekly, every Friday, with paychecks distributed covering work performed during the previous pay period. Pay periods begin every Monday and end every Sunday.

If a payday falls on a holiday or a weekend, paychecks will be distributed the first regular business day before the scheduled payday.

All employees are responsible to ensure that timekeeping records submitted are accurate and complete. Falsification of timekeeping records or completion of any information on another employee's timekeeping record may result in immediate termination.

If an employee is absent on payday, the Company will either hold the check until the employee's return or, with prior written authorization given by the employee, forward to the employee's mailing address or release the paycheck to another designated person.

## **OVERTIME POLICY**

Employees shall be paid for their hours worked in accordance with all legal requirements. Employees who meet exemptions within the meaning of the State and Federal wage and hour laws are exempt from overtime pay and are not subject to this policy. All Non-Exempt employees qualify for overtime pay.

From time to time, employees may be required to work past their scheduled shift to complete an assigned work duty. When this type of work is required, an employee's supervisor will inform the employee as soon as possible.

All overtime work must be approved in advance by an employee's supervisor. Because unauthorized overtime is against Company policy, employees who work unauthorized overtime may be subject to disciplinary action, up to and including termination. However, under no circumstance may an employee perform any work without recording the time on the employee's timekeeping record. All hours worked will be compensated.

### **Workweek**

The Company has selected as its workweek the seven days that begin at 12:01 a.m., Monday morning, and end at midnight, Sunday evening.

### **Workday**

The Company has selected as its workday the 24-hour period that begins at 12:01 a.m. and ends at midnight.

### **Time Worked**

Non-Exempt employees are required to record all time worked on a timekeeping record or timekeeping record, including time worked outside their normal schedule, at the time it actually occurs. Start and stop times for meal periods must be noted. Non-Exempt employees should not perform any work without recording the time on their timekeeping record or timekeeping record. No off-the-clock work is permitted at any time.

**Overtime**

Overtime pay is calculated at one-and-one-half times a Non-Exempt employee's regular rate for all hours worked over 40 hours in one workweek for all employees. For California employees, Overtime pay is calculated at one-and-one-half times a Non-Exempt employee's regular rate for all hours worked over eight in one workday, as well as for the first eight hours worked on the seventh consecutive day in a workweek. Two times a Non-Exempt California employee's regular rate is paid for all hours worked over 12 in a workday and over eight hours on the seventh consecutive day of the workweek. Overtime is computed on the basis of a Non-Exempt employee's total hours worked in a workday (when applicable) and in a workweek. Hours paid for time not worked, e.g., holidays, sick days, and vacation do not count as hours worked for overtime purposes.

**Make-Up Time**

The Company permits California employees to take off time for personal obligations and then make the time up during the same workweek at the straight time rate. In other words, the make-up time will not be paid at an overtime rate unless the total hours worked exceed 11 in a day or 40 in a week. The Company reserves the right to decline requests for make-up time.

For each occasion an employee wishes to make up work time, the employee must give their supervisor a signed "Request for Make-Up Time" form for approval prior to taking the time off work for personal obligations.

**Weekends**

Weekend work does not automatically qualify for compensation at a premium rate of pay. Hours worked on Saturdays and/or Sundays qualify for premium pay only if they qualify as overtime hours under the standards noted above.

**REST PERIODS**

Non-Exempt employees are authorized, permitted and expected to take a ten-minute paid rest period, near the middle of each four-hour work period or major fraction thereof. During an eight-hour workday employees will be expected to take two ten-minute rest periods. Additional rest periods are authorized and permitted if employees work longer workdays. For example, employees who work up to six hours are entitled to one rest period, employees who work more than six hours up to ten hours are entitled to two rest periods, and employees who work ten to 14 hours are entitled to three rest periods. These breaks may not be combined with or added to an employee's meal period and must be taken in a manner which allows flexibility due to work being performed. The rest periods should be taken near the middle of each four-hour period worked insofar as practicable. Employees are encouraged to manage their own time so as to take all rest periods. The Company retains the discretion to designate specific rest and meal period times. Employees are free to leave the premises during rest periods. Employees may not perform any work during their rest periods. If an employee is not able to take one or more rest periods, or if the rest period is interrupted for work-related reasons, the employee should notify his/her supervisor immediately through an email or written note.

**MEAL PERIODS**

An unpaid off-duty, and uninterrupted meal period of at least 30 minutes is provided for each Non-Exempt employee who works more than five hours in a workday, and must be initiated not more than five hours after the beginning of the employee's shift. For example, an employee who begins work at 8:00 a.m. should begin the meal period no later than 12:59 p.m. Employees whose entire workday is six hours or less may

waive the first meal period in a workday. Employees working more than ten hours in one workday are provided with a second unpaid off-duty and uninterrupted meal period of at least 30 minutes. If an employee's total hours worked is no more than 12 hours, this second meal period may be waived by the mutual consent of the Company and the employee. Additional meal periods are provided if employees work more than fifteen hours in a workday. Timekeeping records for all Non-Exempt employees must indicate the beginning of an employee's meal period and the time an employee returns to work. Employees are free to leave the premises during meal periods. However, if the employee eats their meal on Company premises, the meal must be consumed in designated areas only. If an employee is unable to take one or more 30-minute duty free meal periods on a given day or is unable to start the meal period by the fifth hour of work or tenth hour of work, or if any meal period is interrupted for work related reasons, the employee must notify his/her supervisor immediately and indicate the information on their timekeeping record. Employees should not take less than a 30-minute meal period and should not perform any work during the meal period.

### **RECOVERY PERIODS**

Employees are permitted to take a recovery period in the shade when needed to cool down and to protect themselves from the sun and/or from overheating. The recovery period can be at least five-minutes in addition to time needed to access the shade.

### **PAYROLL AND COMPENSATION COMPLAINTS**

The Company's policy is to accurately compensate employees in compliance with state and federal law. To be paid properly, employees must accurately record all hours worked and must not engage in any off-the-clock or unrecorded work. Employees should review their paystub and timekeeping record as soon as they are received to make sure they are correct. If any mistake has occurred, the mistake should be brought to the Company's attention immediately. Any employee who believes he or she has a complaint regarding any of the following issues should bring the complaint to the attention of their foreman, as soon as possible:

- Compensation
- Information on paystubs
- Deductions from compensation
- Sick Leave
- Meal or rest periods (receipt and/or timing of)
- Bonuses
- Overtime compensation
- Failure to compensate for hours worked
- Inaccurate record of hours worked

#### **Salary Practices for Exempt Employees**

Exempt employees will generally receive their full salary for any week in which work is performed. However, an Exempt employee's salary may be reduced for, (1) complete days of unexcused absence due to personal reasons, (2) full day absences due to unexcused illness, provided the Exempt employee is allowed to participate in the Company's paid time off plan and the Exempt employee has abused the leave policy, (3) unexcused absences for a full work week, (4) absences for FMLA/CFRA leave, and (5) incomplete initial and final weeks of work.



The Company prohibits deductions from the salary of Exempt employees that violate state or federal law. If an Exempt employee believes his or her salary has been improperly reduced, the employee must notify Project Administrator/Human Resources immediately. If it is determined the employee's salary has been improperly reduced, the employee will be reimbursed as soon as practicable.

The Company will fully investigate any and all complaints and communicate the results of that investigation to the employee.

### **LACTATION ACCOMMODATION**

The Company will provide employees with adequate facilities (other than restroom facilities) for expressing breast milk for their children in private. Employees will also be provided with a reasonable amount of break time to express breast milk. This break time will run concurrently with any break time already provided to the employee. However, if break time is not sufficient for the employee to express breast milk, additional time will be provided. When the additional time does not run concurrently or goes beyond any paid break time already authorized, the additional time will be unpaid. The Company may limit or decline to provide this accommodation if doing so seriously disrupts the employer's operations.

For California employees, the Company will provide employees a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child each time the employee has the need to express milk. The break time shall, whenever possible, run concurrently with any ten-minute rest period or other break time already provided to the employee. However, the break time to express milk will not be limited to the rest periods. Break time for expressing breast milk for an employee that does not run concurrently with the Company's ten-minute rest periods may be unpaid.

Any employee who wishes to express milk in the workplace shall notify her supervisor or the Project Administrator/Human Resources and request a lactation accommodation. The request may be made orally or in writing and should indicate that the employee will need accommodations for expressing breast milk at work. The Company may ask the employee to prepare a request form and submit it to the Company. The Company will respond to a request for a lactation accommodation as quickly as possible and will strive to respond in no more than five (5) business days. If the Company cannot provide a break time or location in accordance with this policy, the Company will inform the employee in writing.

The Company will provide an employee requesting an accommodation to express breast milk with the use of a room or other location for the employee to express milk in private. The room or location may include the place where the employee normally works. The room provided by the Company will not be a bathroom, will be in close proximity to the employee's work area and will be free from intrusion while the employee is expressing milk. The room provided may be used for other purposes but the use of the room for lactation shall take precedence over the other uses during the time it is used for lactation purposes. The room will be clean, safe, and free from hazardous materials. It will have a place to sit and contain a surface to place a breast pump and personal items. The employee will have access to electricity or alternative devices, including but not limited to, extension cords or charging stations needed to operate an electric or battery-powered breast pump. The Company will also provide the employee with access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's workspace. If a refrigerator cannot be provided another cooling device suitable for storing milk will be provided.

An employee who believes she has not been appropriately accommodated to express milk at work may file a complaint with the California Labor Commissioner.

### **PAYROLL DEDUCTIONS/INFORMATION**

Federal and State laws require the following deductions from every paycheck:

1. Federal and State Withholding Tax - In line with this tax, each employee must complete a W-4 form at the beginning of employment. Also note that if the number of dependents changes or any other employee information relating to the W-4, a new W-4 form must be completed, as appropriate.
2. Social Security Tax to the required annual amount.
3. Medicare to the required annual amount.
4. State Disability Insurance/Family Temporary Disability Insurance if a California resident.

Note that amounts withheld vary according to how much an employee earns, their marital status, and number of exemptions.

#### **Other information:**

1. Workers' Compensation - The Company carries workers' compensation insurance coverage as required by law to protect employees who are injured on the job. This insurance provides medical, surgical, and hospital treatment in addition to payment for loss of earnings that result from work-related injuries. The treatment, amount paid for treatment, and the amount of lost earnings covered are not determined by the Company. Compensation payments may begin from the first day of an employee's hospitalization or after the third day following the injury if an employee is not hospitalized, as determined by the insurance company. The cost of the premiums for coverage is paid completely by the Company.

If an employee is injured while working, they must report it immediately to their supervisor, regardless of how minor the injury may be. If an employee has any questions regarding the workers' compensation program, they shall contact the supervisor.

2. Unemployment Insurance - If the employment relationship terminates, employees may be eligible to receive unemployment insurance. In most cases, the employee must file a claim in order to collect this benefit. Should such a situation arise, an employee should inquire about unemployment insurance at the time of separation from service. If further explanation is needed, please contact Project Administrator/Human Resources.

## WORKERS' COMPENSATION INFORMATION

The California Workers' Compensation Law is a no-fault insurance plan paid for by the Company, supervised by the State of California, and operated in the manner required by law. In general, the law provides that if an employee of the Company suffers a job-related injury or illness, workers' compensation insurance may pay the employee's medical expenses and a predetermined amount of money until they are able to return to work. All employees of the Company are protected by workers' compensation.

Job-related injuries or illnesses may be covered under workers' compensation. An employee must notify the appropriate supervisor immediately upon injury. Prompt reporting is the key to prompt benefits.

The California Workers' Compensation Law provides for three kinds of benefits:

1. Medical care to address the injury, with no deductibles.
2. Rehabilitation services necessary to get back to work.
3. Cash payments to replace a percentage of lost wages, with additional payments made if the injury creates a permanent disability or results in death. These benefits are set by the California State Legislature. The amount of cash payments for replacement income, when and how they are received and paid are mandated by State law. Only the State Legislature can change these amounts.

Approved doctor bills and hospital expenses will be paid directly by the Company's insurance company, without the employee seeing a bill.

Workers' compensation is sometimes confused with another State insurance program - State Disability Insurance (SDI). They seem similar, but there are important differences. Workers' compensation takes care of on-the-job injuries and illnesses and is paid for by the Company's insurance carrier when approved. SDI covers off-the-job injury or illness and is paid for by contributions to a state-wide fund from employees' paychecks.

If an employee has any questions regarding either workers' compensation or State Disability Insurance, they are to contact their immediate supervisor. Employees may also contact the Company's workers' compensation carrier at the address posted or the Information Unit at the nearest office of the State Division of Worker's Compensation (DWC). Employees may also contact the California Employment Development Department regarding State Disability Insurance.

If injured on the job, employees are to immediately report where, when, and how the accident happened and get immediate treatment. Contact the supervisor for the name and address of the Company's medical provider. If there is an immediate emergency, employees are to seek treatment and then report the injury to the appropriate supervisor as quickly as possible. If additional treatment is necessary, the Company will make arrangements for medical care.

Under some circumstances, employees may be entitled to be treated by their own personal doctor if they notify the Company, in writing, of the doctor's name, before the injury. For further information regarding this area, contact the appropriate supervisor for the proper form.

Most importantly, when injured on the job an employee should not treat themselves. Even minor injuries need expert care, and prompt medical treatment is the best investment an employee and employer can make.

### **PAY ADVANCES**

The Company does not grant pay advances to its employees.

### **EMPLOYEE LOANS**

The Company does not grant loans to its employees.

### **GARNISHMENT OF WAGES**

The Company is required by law to recognize certain court orders, liens, and wage assignments. When this Company receives a notice of a pending garnishment or wage assignment, the Project Administrator/Human Resources will inform the employee.

### **PAYMENT UPON TERMINATION**

Employees will receive their final paycheck within the time required by law.

The final paycheck for California employees who resign with at least 72 hours advance notice will be provided on their last day of work. Employees who resign without providing at least 72 hours advance notice, however, will receive their final paycheck within 72 hours of their resignation. Arizona employees shall be provided within seven working days or at the end of the next regular pay period, whichever is sooner.

The final paycheck for employees who are terminated involuntarily will be made available on the day of termination.

Company property, such as keys and equipment, must be returned by each employee at the time the final paycheck is provided.

### **TRAVEL**

Travel time is considered compensable work hours where the Company requires its employees to meet at a designated place, use the Company's transportation to and from the work site *and* prohibits employees from using their own transportation. At this time, the Company does not require such an arrangement.

Commute time is not compensable travel time. Compulsory travel time longer than the employee's normal commute is considered compensable time. Travel time to a job site within reasonable proximity of the employee's regular work site is not compensable. If an employee has no regular job site, travel time to the new job site each day is not compensable.

All necessary and reasonable expenses incurred in connection with employer-required travel will be reimbursed to the employee. Receipts from the employee are required to substantiate any reimbursements.

## GROUP INSURANCE BENEFITS

Regular, full-time Exempt and Non-Exempt employees, as well as part-time employees who work 30 or more hours per week, are eligible for participation in the group insurance plan on the first of the month following completion of 30 days of service or based on current legislation. A portion of the cost of employee coverage of a particular plan is paid for by the Company for all eligible regular, full-time Non-Exempt employees, with the remainder of the employee premium and dependent coverage available through payroll deduction. Vision and dental may be offered by the Company to Non-Exempt employees with the employee premium and dependent coverage available through payroll deduction. The cost of employee coverage, spouse, and dependent coverage is paid for by the Company for eligible regular, full-time Exempt employees. The cost of vision and dental insurance coverage for employee, spouse, and dependent coverage is paid for by the Company for eligible, full-time Exempt employees. The cost of officer medical, dental, and vision for employee, spouse, and dependent is paid for by the Company.

Introductory, temporary and part-time employees who work less than 30 hours per week are not eligible for this benefit.

Employees are encouraged to consult the insurance plan booklet for full details and for instructions regarding the filing of claims, and Section 7 of this handbook regarding the continuation of insurance benefits during a leave of absence.

### **Enrollment Cards**

Every new regular full-time employee, or any employee who otherwise becomes eligible for coverage because of a change in status MUST, at the time of eligibility, complete a Group Insurance Enrollment Card as supplied by the carrier/provider, indicating coverage is desired or waived.

### **Continuation of Insurance Upon Termination**

In accordance with the requirements of the federal health insurance law, called "COBRA" or any state health insurance law, such as "Cal COBRA," eligible employees and their family members may continue participation in the employer's group health insurance program following certain "qualifying events." These events include an employee's termination (other than due to "gross misconduct"), resignation, reduction in hours, divorce, legal separation, death, Medicare entitlement, and certain other events. Where the right to continue coverage arises, coverage may be continued at special rates authorized by COBRA or any state health insurance law. Details regarding the COBRA or state health insurance rules are presented to employees when they begin participation in the employer's group health plan and, again, when they experience a qualifying event that triggers the right to continue participation the group health plan.

It is the intent of the Company to comply with all applicable state and federal laws regarding health insurance coverage and the continuation of same.

## **SICK LEAVE BENEFITS**

### **California Employees**

Employees shall accrue sick leave up to twenty-four (24) hours or three (3) days at the rate of one (1) hour for every thirty (30) hours worked. Sick leave will begin to accrue after 30 days of employment.

Accrual and use of sick leave is subject to the following limitations:

1. Sick leave may be used for the following reasons:
  - a. Diagnosis, care or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member. Family members are:
    - i. a child, stepchild legal ward, or a child to whom the employee stands as legal guardian

- ii. a biological, adoptive or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood as legal guardian when the employee was a minor child
    - iii. a spouse
    - iv. a registered domestic partner
    - v. a grandparent
    - vi. a grandchild
    - vii. a sibling
  - b. For an employee who is a victim of domestic violence, sexual assault, or stalking.
2. Employees may not use accrued sick leave until they have worked at least 90 days from the date of hire.
3. Upon completion of 90 days of employment, sick pay benefits are available beginning with the first hour away from the job due to the above instances.
4. Sick leave benefits are designed to assist an employee who misses work due to the above instances; therefore, no sick leave benefits are paid upon termination of employment for any reason, nor can sick leave benefits be applied as vacation.
5. Employees may carry over to the following year up to forty-eight (48) hours or six (6) days of unused sick leave, however, employees' use of sick leave is limited to twenty-four (24) hours or three (3) days of sick leave each anniversary year of employment.
6. Unused sick leave is not paid to employees upon separation of employment; however, if an employee is rehired within one year of the date of separation, any unused sick leave benefit will be reinstated and available for use upon rehire.
7. Eligible employees may not receive sick leave in excess of the hours they have available.
8. Eligible employees are required to complete a timekeeping record listing any time not worked for which sick leave benefits is requested. A completed Sick Leave Request Form must be submitted via fax to the payroll secured fax line or via email to the HR email address listed on the Company website no later than 10:00 a.m., Arizona time (Mountain Time Zone), on the Monday following the use of sick leave. It is the responsibility of the employee to provide this form. The Sick Leave Request Form can be found on company website at [haxtonmasonry.com](http://haxtonmasonry.com). Failure to complete the request by this time may cause the sick leave request to be denied.

### **SICK LEAVE BENEFITS**

#### **Arizona Employees**

Employees shall accrue sick leave at the rate of one (1) hour for every thirty (30) hours worked upon hire. Accrued but unused sick leave will carry over to subsequent years up to a maximum forty (40) hour accrual cap.

Accrual and use of sick leave is subject to the following limitations:

1. Sick leave may be used for the following reasons:
  - a. Diagnosis, care or treatment of mental or physical illness, injury or health condition, or need for preventive medical care of an employee or an employee's family member.  
Family members are:
    - i. a child, stepchild, legal ward, child of a domestic partner, or a child to whom the employee stands as legal guardian
    - ii. a biological, adoptive or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or domestic partner, or a person who stood as legal guardian when the employee, spouse, or domestic partner was a minor child
    - iii. a spouse
    - iv. a domestic partner
    - v. a grandparent
    - vi. a grandchild
    - vii. a sibling, including foster, adoptive, or step relationships
    - viii. any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship
  - b. To address various issues for the employee or the employee's family member relating to domestic or sexual violence, abuse or stalking, which include medical attention, victim services, counseling, relocation, or attendance at legal hearings.
  - c. If a public health emergency causes the Company, or the employee's child's school or daycare to close.
2. Employees may not use accrued sick leave until they have worked at least 90 days from the date of hire.
3. Upon completion of 90 days of employment, sick leave benefits are available beginning with the first hour away from the job due to the above instances.
4. Sick leave benefits are designed to assist an employee who misses work due to the above instances; therefore, no sick leave benefits are paid upon termination of employment for any reason, nor can sick leave benefits be applied as vacation.
5. Employees may accrue up to forty (40) hours of sick leave.
6. Unused sick leave is not paid to employees upon separation of employment; however, if an employee is rehired within nine months of the date of separation, any unused sick leave benefit would be reinstated and available for use upon rehire.
7. Eligible employees may not receive sick leave in excess of the hours they have available.
8. When the leave is foreseeable, employees shall make a good faith effort to provide advance notice of the need of such leave and schedule absences in a way that lessens the impact on Company operations.
9. Eligible employees are required to complete a timekeeping record listing any time not worked for which sick leave is requested.

10. Employees shall receive pay for the hours they normally work on the day requested as a sick day.
11. Eligible employees are required to complete a timekeeping record listing any time not worked for which sick pay is requested. A completed Sick Leave Request Form must be submitted via fax to the payroll secured fax line or via email to the HR email address listed on the Company website no later than 10:00 a.m., Arizona time (Mountain Time Zone), on the Monday following the use of sick leave. It is the responsibility of the employee to provide this form. The Sick Leave Request Form can be found on company website at [haxtonmasonry.com](http://haxtonmasonry.com). Failure to complete the request by this time may cause the sick leave request to be denied

## **HOLIDAY BENEFITS**

The Company does not grant paid holiday benefits to its employees; however, the Company may choose to observe holidays as deemed appropriate.

## **TOOLS, EQUIPMENT, AND COMPANY-OWNED VEHICLES**

### **Tools and Equipment**

It is the policy of the Company to provide employees with the Personal Protective Equipment (PPE) required to perform their jobs safely. Employees shall use their personal tools and/or equipment.

Employees are reminded, however, that all PPE provided by the Company is the property of the Company, and is to be treated with care and consideration.

Defacing PPE will not be tolerated and failure to comply with this policy is cause for disciplinary action, up to and including termination.

In addition, Non-Exempt employees shall note they are not permitted to access the Company computer system from a remote location unless specifically authorized to do so by a supervisor.

### **Company-owned Vehicles**

Employees in various positions are given the use of Company-owned vehicles to conduct Company business. These vehicles are to be treated with care and consideration. The Company prohibits defacing such vehicles in any way, including the placement of decals or bumper stickers anywhere on the vehicle (with the exception of decals or bumper stickers required for disabled employees). Defacing Company-owned vehicles will not be tolerated and failure to comply with this policy is cause for disciplinary action, up to and including termination.

Those employees operating these vehicles on a daily basis are responsible for maintaining a clean vehicle and checking basic maintenance daily. Maintenance will be provided by the Company.

All Company vehicles are to be driven by authorized employees only; no other individuals are permitted to drive Company vehicles. Employees driving Company-owned vehicles or riding in Company-owned vehicles are not permitted to be under the influence of alcoholic beverages or any other controlled substance while in the Company-owned vehicle. If an employee has questions regarding this policy, the Project Administrator/Human Resources is to be contacted.



All employees who drive Company-owned vehicles, personal or rental vehicles for Company purposes must notify the Project Administrator/Human Resources immediately if they receive a “driving under the influence” (DUI) violation, or if their driver license expires, is revoked or suspended.

### **MEMBERSHIP, CREDIT AND GASOLINE CARDS**

The Company may, from time to time, allow certain employees the ability to utilize Company-owned membership, credit, and/or gasoline cards. The use of these cards is to be for Company purposes only, and cards must be signed in and out. Misuse of these cards in any way is cause for disciplinary action, up to and including termination. All unauthorized charges to such cards must be repaid, and any misuse of cards may be grounds for disciplinary action, up to and including possible termination.

## PREGNANCY DISABILITY LEAVE OF ABSENCE

The Company will grant an unpaid pregnancy disability leave of absence to employees disabled due to their pregnancy, childbirth, or related medical conditions. There is no length of service requirement. For purposes of this policy, an employee is disabled when, in the opinion of her healthcare provider, the employee cannot work at all or is unable to perform any one or more of the essential functions of her job or to perform them without undue risk to herself, the successful completion of her pregnancy, or to other persons as determined by a health care provider. This term also applies to certain pregnancy-related conditions, such as severe morning sickness or if the employee needs to take time off for prenatal or postnatal care, bed rest, post-partum depression, and the loss or end of pregnancy (among other pregnancy-related conditions that are considered to be disabling).

An employee disabled due to pregnancy, childbirth, or related medical conditions may take up to a maximum of four months leave, as defined by law. The leave may be taken intermittently or on a continuous basis, as certified by the employee's healthcare provider. Any employee who is affected by pregnancy may also be eligible for a temporary transfer or another accommodation. There is no length of service requirement. You are affected by pregnancy if you are pregnant or have a related medical condition, and because of pregnancy, your healthcare provider has certified that it is medically advisable for you to temporarily transfer or to receive some other accommodation.

The Company will provide a temporary transfer to a less strenuous or hazardous position or duties or other accommodation to an employee affected by pregnancy if (a) she requests a transfer or other accommodation; (b) the request is based upon the certification of her health care provider as "medically advisable"; and (c) The transfer or other requested accommodation can be reasonably accommodated pursuant to applicable law. The Company will provide such accommodations unless the requested accommodations would constitute an undue hardship. Any requests for accommodations should be directed to the Project Administrator/Human Resources.

For eligible employees, a leave taken under the pregnancy disability policy runs concurrently with family and medical leave under federal law, but not with family and medical leave under California law.

Employees requesting to take a pregnancy disability leave must provide the Company with reasonable advance notice. When the leave is foreseeable, employees should provide the Company with at least 30 days advance notice. If the leave is not foreseeable, the employee should provide at least verbal notice as soon as they know they will need the leave. Employees shall contact the Project Administrator/Human Resources as soon as they become aware of the need for leave. In addition, employees must provide the Company with a medical certification from a health-care provider. An employee who is on leave of absence for a period in excess of two months must notify the employer by the end of each month thereafter both of the status of the disability and her continued intent to return to work with the employer once she recovers from the disability.

Pregnancy disability leaves are without pay. However, employees must utilize sick leave benefits during the leave. Sick leave benefits are not accrued during any leave of absence.

As required by applicable law, the Company will maintain any group health insurance coverage that employee was provided before the leave was taken and on the same terms as if employee had continued to work. Each employee remains responsible for, and must continue to pay, the employee's share of the health premiums during leave. If premiums are raised or lowered, an employee on leave is required to pay the new premium rates. The maximum period of continuation of health insurance benefits during pregnancy disability leave is four months. Employees may also be eligible for additional coverage pursuant to California

family leave laws beyond the disability period. In some instances, the Company may recover premiums it paid to maintain health coverage for an employee who fails to return to work following pregnancy disability leave.

Under most circumstances, upon submission of a medical certification that an employee is able to return to work from a pregnancy disability leave, an employee will be reinstated to her same position held at the time the leave began or to an equivalent position, if available. An employee returning from a pregnancy disability leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the employee on pregnancy disability leave would have been laid off had she not gone on leave, or if the employee's position has been eliminated or for other legitimate business reasons the position is not available to be filled, and there are no equivalent positions available, then the employee would not be entitled to reinstatement.

If the employee and the Company have agreed upon a definite date of return from the leave of absence or transfer, the employee will be reinstated on that date if the employee notifies the Company that she is able to return on that date. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, the employee will be returned to work within two (2) business days, where feasible, after the employee notifies the Company of her readiness to return.

Before the employee will be allowed to return to work in her regular job following a leave of absence or transfer, the employee must provide her supervisor with a certification from her healthcare provider that she can perform safely all of the essential duties of her position, with or without reasonable accommodation.

The employee will be returned to the same position upon the conclusion of her leave of absence or transfer, unless excused by law. In some situations, the Company will provide her a comparable position on the scheduled return date or within 60 calendar days of that return date. However, the employee will not be entitled to any greater right to reinstatement than if she had not taken the leave. The Company will evaluate the availability of the same or a comparable position as required by California law.

If an employee returning from pregnancy disability leave is unable to perform the essential functions of the job because of a physical or mental disability, the Company's obligations to that employee may be governed by the Americans with Disabilities Act. The Company may hold in abeyance or proceed with any counseling, performance reviews or disciplinary action, including discharge, which were contemplated prior to an employee's request for or receipt of a leave of absence. If such action is held in abeyance during the period of leave of absence, the Company reserves the right to proceed with such action upon the employee's return. Requesting or receiving a leave of absence in no way relieves an employee of her obligation while on the job to perform her job responsibilities capably and up to the Company's expectations and to observe all Company policies, rules and procedures.

### **MEDICAL LEAVE OF ABSENCE FOR NON-OCCUPATIONAL DISABILITIES**

Any employee who is temporarily disabled and unable to work due to a non-occupational, non-pregnancy related medical condition, may, upon request, be granted a leave of absence without pay. Generally, the leave of absence will not exceed six weeks, however, the length of the leave of absence will be determined by the Company in accordance with business needs and applicable state and federal law.

An employee who is granted a medical leave of absence must utilize any earned sick leave during a medical leave of absence, unless they are receiving State Disability Benefits, in which case they may utilize any accrued sick leave benefits, but are not required to do. Sick leave benefits will not continue to accrue during any leave of absence.

Health insurance benefits ordinarily provided by the employer, and for which the employee is otherwise eligible, will be continued for the remainder of the month in which the employee commences the leave and the following month, at the employer's expense. The remainder of the employee's premium and the dependent premiums normally borne by the employee will continue to be the responsibility of the employee. For the remainder of the period of disability, health insurance benefits ordinarily provided by the employer, and for which the employee is otherwise eligible, may be continued at the employee's expense. The employee should discuss with the Project Administrator/Human Resources arrangements to pay for the employee's cost of such coverage before the leave commences.

An employee who requires a leave of absence for medical reasons must notify the Project Administrator/Human Resources, in writing, of the need for such a leave as soon as the employee learns that he or she is, or will become, temporarily disabled and unable to work due to a medical condition. Such notice must specify the reason for the leave, the date such leave will begin, and the expected duration of the disability. The specified reason for the leave should not indicate the specific medical diagnosis. An employee who requests such a leave may be required to provide initially and from time to time proof of disability in the form of a valid physician's statement. An employee who is on leave of absence for a period in excess of one month must notify the employer by the end of each month thereafter both of the status of the disability and his or her continued intent to return to work with the employer once he or she recovers from the disability. An employee returning from a medical leave of absence shall be required to provide a valid physician's statement that indicates that he or she is fit to return to work.

Although the employer is unable to guarantee reinstatement, an employee who returns to work at the end of his or her leave of absence will be returned to his or her former position, or a position for which he or she is qualified, in accordance with business needs and applicable state and federal law.

Requests for extensions of a leave of absence will be considered if they are received by the Project Administrator/Human Resources, in writing, before the expiration of the approved leave, are supported by proof of continued disability in the form of a valid physician's statement, and request extensions that do not cause the total period of absence to exceed the period noted above.

Misrepresenting reasons for applying for a leave of absence may result in disciplinary action, including possible termination.

If an employee accepts other employment or fails to return to work on the next regularly scheduled workday following the expiration of the approved leave of absence, the employee may be considered to have voluntarily resigned.

### **MEDICAL LEAVE OF ABSENCE FOR OCCUPATIONAL DISABILITIES**

The Company will grant a workers' compensation disability leave to employees with occupational illnesses or injuries in accordance with state law. As an alternative, the Company may reasonably accommodate such employees with modified work. For eligible employees, a leave taken under the workers' compensation disability policy runs concurrently with family and medical leave under both federal and state law.

Employees must report all accidents, injuries and illnesses no matter how small to their immediate supervisor. In addition, employees must provide the Company with a certification from a health-care provider.

Workers' compensation disability leaves are without pay. However, employees may utilize any accrued paid time off during the leave. All such payments will be coordinated with any state disability workers'

compensation or other wage reimbursement benefits for which an employee may be eligible. At no time shall an employee receive a greater total payment than the employee's regular salary. Sick leave benefits will not continue to accrue during any leave of absence.

If the employee taking workers' compensation disability leave is eligible under the federal or state family and medical leave laws, the Company will maintain group health insurance coverage for up to a maximum of 12 workweeks if such insurance was provided before the leave was taken and on the same terms. In some instances, the Company may recover premiums it paid to maintain health coverage for an employee who fails to return to work following workers' compensation disability leave. If ineligible under the federal and state family and medical leave laws, employees on workers' compensation disability leaves will receive continued coverage on the same basis as employees taking other leaves.

Employees on workers' compensation disability who do not receive continued paid coverage, or whose paid coverage ceases after 12 workweeks, may continue their group health insurance coverage through the Company in conjunction with federal COBRA guidelines by making monthly payments to the Company for the amount of the relevant premium. Employees should contact their supervisor for further information.

Upon the submission of a medical certification that an employee is able to return to work, the employee will be reinstated in accordance with applicable law. If an employee is disabled due to an industrial injury, the Company will attempt to accommodate the employee. If the employee is returning from a workers' compensation disability leave that runs concurrently with a family and medical leave, then the provisions of the family and medical leave policy will also apply.

### **FAMILY AND MEDICAL LEAVE OF ABSENCE**

Any employee who has completed at least 12 months of service and has worked at least 1,250 hours of service during the 12-month period preceding the date the leave would begin may request an unpaid family and medical leave of absence. An employee must also work within a 75-mile radius of 50 or more employees of the organization in order to be eligible for a leave under this policy.

An eligible employee may request a family and medical leave for any of the following reasons: (1) the birth of the employee's child; (2) the placement of a child with the employee in connection with an adoption or foster care; (3) to care for a child, parent, or spouse who has a serious health condition, or (4) due to a serious health condition that prevents the employee from performing the functions of his or her position, (5) due to a "qualifying exigency" arising out of the fact that the spouse, son, daughter or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation (the term "qualifying exigency" will be interpreted in accordance with guidelines promulgated by federal regulation) or (6) due to a serious illness or injury sustained in the line of duty while on active duty by a covered service member that causes an employee who is the spouse, son, daughter, parent or next of kin of the service member the need to provide care. Any leave of absence that is granted to an employee under this policy or any other policy for a purpose specified above shall be credited against the 12-week limit (or 26-week limit for military caregiver situations) contained in this policy to the maximum extent permitted by law.

Subject to the conditions of this policy, eligible employees may request up to 12 weeks of family or medical leave during a 12-month period. Generally, the 12-month period shall be a rolling 12-month period measured backward from the date an employee uses leave. For military caregiver leave, eligible employees may request up to 26 weeks of time off during a 12-month period to provide care to a covered service

member of the Armed Forces as defined by law. The 12-month period shall be measured forward from the date the leave begins.

If the leave is pregnancy-related, an employee must generally utilize any available sick benefits. Also, if the employee is receiving temporary disability benefit payments from some other source, the employee will not be required to use sick leave benefits. If the leave is for the employee's own serious health condition, the employee may be required to use any available accrued sick leave. Sick leave may also be used by the employee to care for a family member or for the birth, placement for adoption, or foster care of a child if mutually agreed upon by the Company and the employee. Any portion of a leave that occurs after all paid time off benefits have been exhausted shall be without pay. For purposes of this policy's 12 or 26-week limitation, all paid and unpaid portions of the leave of absence shall be counted toward the 12-week applicable limitation, whether or not the 12-weeks of time off are taken consecutively.

Generally, Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) leaves run concurrently. Eligible employees will be entitled to a total of 12 weeks collectively under both statutes. However, when the leave of absence is based on the employee's disability related to pregnancy or childbirth, or related to the 12-week or 26-week military caregiver leave, the leave period is not counted as leave under the CFRA although it is counted as leave under the FMLA. Thus, for example, an employee who requests a leave because she is disabled due to her pregnancy may be placed on FMLA leave and pregnancy disability leave. Upon determination that the employee is no longer disabled in connection with the pregnancy, the employee may be eligible for CFRA leave for purposes of bonding with her baby.

Health insurance benefits ordinarily provided by the Company, and for which the employee is otherwise eligible, will be continued during the period of the leave, if the employee elects to continue paying his or her share of the premiums for such coverage. If the employee wishes coverage to continue, the Company will continue to pay its share of the premiums for the period of the leave, up to a maximum of 12 weeks allowed by law. The cost of dependent coverage normally borne by the employee will remain the sole responsibility of the employee. The employee must pay his or her share of the premiums for employee and dependent coverage by making timely payments to the company at the same time as such payments would be made if they were paid via payroll deductions. Life and disability insurance coverage that is in effect when a leave begins will be continued automatically at the employee's expense. The employee should make arrangements with the Project Administrator/Human Resources to pay the costs of such coverage. The full costs of maintaining life and disability insurance coverage will be recovered from the employee upon return from the leave if the employee does not pay such costs during the leave.

An employee must provide proper notification as a condition of eligibility for a leave. The employee must notify the Project Administrator/Human Resources, in writing, of the need for such a leave, the date it will commence, and the anticipated duration of the leave. If the employee knows of the event that necessitates the leave more than 30 calendar days in advance of the date the leave is needed, the employee must provide such notice in writing a minimum of 30 days before the leave will begin. If the employee learns of the event less than 30 days before the date the leave must begin, the employee must provide as much advance notice as practicable, preferably as soon as the employee learns of the need for the leave. A failure to comply with these notice rules may result in a denial or postponement of the requested leave until the employee complies with these rules. However, if the need for a family and medical leave results from an emergency or is otherwise unforeseeable, the leave will not be denied simply because an employee fails to provide advance notice.

If an employee requests a leave due to a serious health condition of the employee or a family member, the employee must support the request with a certification issued by the health care provider of the individual with the serious health condition. The certification regarding the employee's serious health condition should

include the following information: (1) the date, if known, on which the serious health condition commenced; (2) the probable duration of the condition; and (3) a statement that the employee is unable to perform the functions of his/her position because of the serious health condition. The certification regarding the serious health condition of the employee's family member should include the following information: (1) the date, if known, on which the serious health condition commenced; (2) the probable duration of the condition; (3) an estimate of the amount of time that the health care provider believes that the employee needs to care for the individual requiring the care; and (4) a statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.

If an employee requests intermittent leave for planned medical treatment, the certification should specify the dates on which such treatment is expected to be given and the duration of such treatment. If the time estimated by the health care provider to care for the employee's family member under (3) above expires, the employee must submit a recertification if the employee desires additional leave. In addition, extensions will not be granted that cause the total period of the leave to exceed the 12-week limitation identified above.

Employees will retain their employee status during the period of a family and medical leave. Moreover, their absence shall not be considered a break in service for purposes of determining their longevity or seniority. Once an employee returns from a leave, the employee will be credited with all seniority and service accrued before the leave of absence commenced.

Except where the law authorizes a different result, an employee who complies with the provisions of this policy will be guaranteed reemployment upon expiration of an approved leave, provided that the total period of the leave does not exceed 12 weeks, or 26 weeks when applicable. The employee will be reemployed in the same or an equivalent position as that which he or she occupied when the leave commenced. An employee who takes a leave because of his or her own serious health condition must provide a medical certification verifying that he or she is able to return to work in the same manner as employees who return from other types of leave. If an employee fails to return for work immediately after the period of the approved leave expires, the employee may be considered to have voluntarily separated from the Company's employ.

### **PAID FAMILY LEAVE BENEFITS**

To the extent provided by law, employees may be eligible for up to six weeks of compensation benefits paid through the California Paid Family Leave Insurance Program when the employee is off work due to the injury or illness of certain family members or any other reason permitted by law. Effective July 1, 2020, employees may be eligible for up to eight weeks of compensation benefits. Employees must contact the California Employment Development Department to apply for benefits under this program. Employees requesting this time away from work must also contact the Project Administrator/Human Resources in writing. The applicable law does not protect an employee's position nor guarantee that the employee will be returned to work.

Sick leave benefits are not earned during any time off taken under this policy. All decisions regarding eligibility for benefits and receipt of benefits are made by the Employment Development Department (EDD). Employees must contact the EDD to receive benefits.

If the requirements of FMLA are met and the paid family leave benefit period overlaps with FMLA or CFRA leave, time off taken under paid family leave runs concurrently with family and medical leave under federal and state law.

If the employee receiving paid family leave insurance benefits is eligible under the federal or state family and medical leave laws, the Company will maintain group health insurance coverage for up to a maximum of 12 workweeks if such insurance was provided before the time off under this policy was taken and on the same terms as if the employee had continued to work. (It is important to note, however, that family temporary disability benefits may not exceed six (or eight as of 7/1/2020) weeks.)

Employees receiving paid family leave insurance benefits who do not receive continued paid coverage, or whose paid coverage ceases, may continue their group health insurance coverage through the Company in conjunction with federal COBRA guidelines by making monthly payments to the Company for the amount of the relevant premium.

Employees should contact the Project Administrator/Human Resources for further information.

### **PERSONAL LEAVE OF ABSENCE**

A personal leave of absence without pay may be granted upon the discretion of the President for a reasonable period of time of up to thirty (30) days in a 24-month period. The leave may be extended for a reasonable period of time due to special circumstances, as determined on an individual basis by management.

Requests must be submitted in writing and must be approved in writing by the Project Administrator/Human Resources before the leave begins. Requests for extensions of leaves must be submitted in writing and approved in writing by the Project Administrator/Human Resources before the extended period of a leave begins.

An employee who is granted a leave of absence may utilize any accrued and available sick leave benefits during a leave of absence. However, sick leave benefits do not continue to accrue during any leave of absence.

Health insurance benefits ordinarily provided by the employer, and for which the employee is otherwise eligible, will be continued for the remainder of the month in which the employee commences the leave and the following month, at the employer's expense. The remainder of the employee's premium and the dependent premiums, if any, normally borne by the employee will continue to be the responsibility of the employee. For the remainder of the leave, health insurance benefits ordinarily provided by the employer, and for which the employee is otherwise eligible, may be continued at the employee's expense. The employee should discuss with the President arrangements to pay for the employee's cost of such coverage before the leave commences.

It is the employee's responsibility to report to work at the end of the approved leave. An employee who fails to report to work on the day after the leave expires will be considered to have voluntarily terminated employment.

Misrepresenting reasons for applying for a leave of absence may result in disciplinary action, possibly including termination.

If an employee accepts other employment or fails to return to work on the next regularly scheduled workday following the expiration of the approved leave of absence, the employee will be considered to have voluntarily resigned.



### **SCHOOL VISITATION LEAVE OF ABSENCE**

As required by state law, an employee who is the parent, guardian, stepparent, foster parent, or grandparent of, or a person who stands in loco parentis (a person who assumes parental status and carries out the obligations of a parent to a child with whom he or she may have no legal or biological connection) to a child of the age to attend kindergarten through grade 12, or a licensed childcare provider, may take up to 40 hours of unpaid leave each year for either of the following child-related activities:

1. To find, enroll, or reenroll his or her child in a school or with a licensed childcare provider, or to participate in activities of the school or licensed childcare provider of his or her child. Time off for the reasons referenced here shall not exceed eight hours in any calendar month of the year, and employees must give reasonable notice to the employer of the planned absence of the employee, or
2. To address a childcare provider or school emergency, where an employee's child cannot remain in a school or with a childcare provider due to one of the following:
  - a. The school or childcare provider has requested that the child be picked up, or has an attendance policy, excluding planned holidays, that prohibits the child from attending or requires the child to be picked up from the school or childcare provider
  - b. Behavioral or discipline problems
  - c. Closure or unexpected unavailability of the school or childcare provider, excluding planned holidays
  - d. A natural disaster, including, but not limited to, fire, earthquake, or flood

If the leave is due to any of the aforementioned emergencies, the employee shall provide the Company as much notice as possible.

The employee shall take this time off without pay. The Company may require written documentation from the school or licensed childcare provider as proof that the employee engaged in child-related activities described above on a specific date and at a particular time.

Employees not returning from any leave in a timely manner may be deemed to have voluntarily resigned.

### **EDUCATIONAL LEAVE OF ABSENCE**

The Company does not grant educational leaves of absence.

### **MILITARY LEAVE OF ABSENCE**

Military leaves of absence are granted without pay. However, in order to be eligible, employees must submit written verification from the appropriate military authority. The Company will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay as required by law.

Employees may utilize any accrued paid time off during the leave. Sick leave benefits are not accrued during any leave of absence.

Health insurance benefits ordinarily provided by the employer, and for which the employee is otherwise eligible, will be continued for the remainder of the month in which the employee commences the leave and the following month, at the employer's expense. The remainder of the employee's premium and the dependent premiums normally borne by the employee will continue to be the responsibility of the employee.

For the remainder of the leave, health insurance benefits ordinarily provided by the employer, and for which the employee is otherwise eligible, may be continued at the employee's expense. The employee should discuss with the Project Administrator/Human Resources arrangements to pay for the employee's cost of such coverage before the leave commences.

Employees returning from military leave will be credited with time worked before the leave, as well as the time of the leave, for length of service purposes only.

Also note that the Company will make a reasonable attempt to accommodate employees in the reserves on weekends or during the two-week annual active duty requirement.

Exceptions to this policy will occur wherever necessary to comply with applicable laws.

Misrepresenting reasons for applying for a leave of absence may result in disciplinary action, including possible termination.

If an employee accepts other employment or fails to return to work on the next regularly scheduled workday following the expiration of the approved leave of absence, the employee may be considered to have voluntarily resigned.

### **MILITARY SPOUSE LEAVE OF ABSENCE**

Employees who work an average of at least 20 hours per week and who have a spouse or registered domestic partner who is (a) a member of the Armed Forces of the United States and has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States or (b) a member of the National Guard or Reserves who has been deployed anywhere during a period of military conflict, will be eligible to take up to ten days off work, without pay, when his/her spouse or registered domestic partner is on leave from deployment. For the purposes of this policy, a "period of military conflict" shall mean either a period of war as declared by the United States Congress or a period of deployment for which a member of a reserve component of the military is ordered to active duty pursuant to the applicable sections of the United States Code.

In order to receive Military Spouse leave, the employee must provide notice to the Company of the need for time off within two business days of receiving official notice that his/her spouse or registered domestic partner will be on leave from deployment. In addition, the employee will need to provide the Company with written documentation certifying that his/her spouse or registered domestic partner will be on leave from deployment during the period of time the employee intends to be off work. Any request for Military Spouse leave is to be made, and the necessary documentation provided to Project Administrator/Human Resources.

Sick leave benefits are not accrued during any leave of absence. Employees may be entitled to request time off under this policy on more than one occasion during a calendar year. The Company will not retaliate or otherwise discriminate against any employee who properly requests Military Spouse leave.

Exceptions to this policy will occur wherever necessary to comply with applicable laws.

Leave under this policy will be in addition to any other leave to which the employee is otherwise entitled under applicable law. The taking of leave under this policy shall not affect the employee's right to any other benefit to which the employee is entitled under applicable law. Employees will be entitled to reinstatement following an approved leave so long as employees return to work on time at the conclusion of the leave.

Misrepresenting the reasons for the need for Military Spouse leave, or providing the Company with false or misleading information, may result in disciplinary action, including possible termination.

If an employee accepts other employment or fails to return to work on the next regularly scheduled workday following the expiration of his/her Military Spouse leave, the employee may be considered to have voluntarily resigned.

### **BEREAVEMENT LEAVE OF ABSENCE**

In the event of a death of an immediate family member of an employee, an unpaid leave may be granted for the purpose of making arrangements for or to attend the funeral. An employee's immediate family shall consist of parent, child, spouse, sibling, current mother-in-law, current father-in-law, and grandparent.

Employees eligible for sick leave benefits may utilize these benefits to be paid during this time.

Misrepresenting reasons for applying for a leave of absence may result in disciplinary action, including possible termination.

If an employee accepts other employment or fails to return to work on the next regularly scheduled workday following the expiration of the approved leave of absence, the employee may be considered to have voluntarily resigned.

### **JURY DUTY LEAVE OF ABSENCE**

Any employee wishing to serve on jury duty may do so; these employees will be granted unpaid time off of work for such purposes. It is the responsibility of all employees receiving a jury duty summons to notify the Project Administrator/Human Resources as soon as possible.

Evidence of jury duty attendance must be presented to the Company in the form of a Jury Duty timecard (obtained in the Jury Assembly Room). The employee should make known to their supervisor the availability for work on those days or parts of days when excused from jury duty or when jury duty does not conflict with the employee's work schedule.

Misrepresenting reasons for applying for a leave of absence may result in disciplinary action, including possible termination.

If an employee accepts other employment or fails to return to work on the next regularly scheduled workday following the expiration of the approved leave of absence, including jury duty, the employee may be considered to have voluntarily resigned.

### **WITNESS DUTY LEAVE OF ABSENCE**

An employee who is required by law to appear in court as a witness on a matter that is not Company-related shall be granted unpaid time off work for such purpose. It is requested that the employee provide the employer with as much advance notice as possible.

An employee who is required by law to appear in court as a witness on a matter which is Company-related, provided they are not the plaintiff or defendant, will be paid at their present hourly rate for time off of work for such a purpose.

Misrepresenting reasons for applying for a leave of absence may result in disciplinary action, including possible termination.

If an employee accepts other employment or fails to return to work on the next regularly scheduled workday following the expiration of the approved leave of absence, the employee may be considered to have voluntarily resigned.

### **DOMESTIC VIOLENCE, SEXUAL ASSAULT AND STALKING VICTIM LEAVE OF ABSENCE**

The Company will provide unpaid time off for an employee who is a victim of domestic violence, sexual assault, or stalking to seek medical attention, psychological counseling, court assistance, participate in safety planning, obtain a restraining order, or other services from a domestic violence shelter, program, or rape crisis center.

Employees eligible for sick leave benefits may utilize these benefits to be paid during this time.

The employee must provide their supervisor with reasonable advance notice of the intention to take time off for this purpose, unless notice is not feasible. If an unscheduled absence occurs, the employee must provide their supervisor with proper documentation of the reason for the absence. For more information regarding this leave, employees shall contact the Project Administrator/Human Resources.

Employees may ask for assistance to make their workplace safe. Employees should contact the Project Administrator/Human Resources with such requests. The Company will work with the employee to explore a reasonable accommodation. The Company may ask for a signed statement certifying that the employee's request is for a proper purpose and may also request proof showing their need for an accommodation. The Company will keep the employee's request confidential.

The Company will not retaliate against an employee for being a victim of domestic violence, sexual assault or stalking, for asking for time off to obtain assistance or for requesting a reasonable accommodation. However, misrepresenting the reasons for the need for Domestic Violence, Sexual Assault and Stalking Victim leave, or providing the Company with false or misleading information, may result in disciplinary action, including possible termination.

If an employee accepts other employment or fails to return to work on the next regularly scheduled workday following the expiration of his/her Domestic Violence, Sexual Assault and Stalking Victim leave, the employee may be considered to have voluntarily resigned.

### **VICTIMS OF CRIME LEAVE OF ABSENCE**

The Company will provide unpaid time off for an employee when the employee or an employee's immediate family member is a victim of a violent felony, serious felony, or felony of theft or embezzlement, as defined by law, to attend judicial proceedings. An immediate family member consists of a spouse, registered domestic partner, child or child of a registered domestic partner, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, and father or stepfather.

Employees eligible for sick leave benefits may utilize these benefits for certain purposes to be paid during this time.

The employee should provide their supervisor with advance notice of the need for time off from work and documentation showing the need for the time off. An example of appropriate documentation is a copy of the notice for each scheduled judicial proceeding from the court or government agency setting the hearing, the attorney's office or victim/witness office, as soon as possible. If the circumstances do not allow the employee to provide advance notice and/or documentation, such notice and documentation must be provided within a reasonable time after the event.

### **VOLUNTEER FIREFIGHTER, RESERVE PEACE OFFICER, AND EMERGENCY PERSONNEL LEAVE OF ABSENCE**

The Company will permit employees time off without pay to perform emergency duties as a volunteer firefighter, a reserve peace officer or emergency response personnel. Employees are also permitted to take time off without pay for fire or law enforcement training, up to a maximum of 14 days per calendar year.

The employee must provide the Project Administrator/Human Resources with reasonable advance notice of the intention to take time off for this purpose, unless notice is not feasible.

Health insurance benefits ordinarily provided by the employer, and for which the employee is otherwise eligible, will be continued for the remainder of the month in which the employee commences the leave, at the employer's expense. The remainder of the employee's premium and the dependent premiums normally borne by the employee will continue to be the responsibility of the employee. For the remainder of the leave, health insurance benefits ordinarily provided by the employer, and for which the employee is otherwise eligible, may be continued at the employee's expense. The employee should discuss with the Project Administrator/Human Resources arrangements to pay for the employee's cost of such coverage before the leave commences.

For the purpose of this policy, a "volunteer firefighter" is defined as a member of a regularly organized fire department, and "emergency rescue personnel" means any person who is an officer, employee, or member of a fire department, fire protection or firefighting agency of the federal government, the State of California, a city, county, city and county, district or other public or municipal corporation or political subdivision of this state, or of a sheriff's department, police department, or a private fire department, whether that person is a volunteer or partly paid or fully paid, while they are actually engaged in providing emergency services or emergency rescue training.

Misrepresenting the reasons for the need for a leave of absence, or providing the Company with false or misleading information, may result in disciplinary action, including possible termination.

If an employee accepts other employment or fails to return to work on the next regularly scheduled workday following the expiration of the leave, the employee may be considered to have voluntarily resigned.

### **ALCOHOL AND DRUG REHABILITATION LEAVE OF ABSENCE**

The Company provides unpaid time off and reasonably accommodates an employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program, provided that this reasonable accommodation does not impose an undue hardship on the Company.

Employees may utilize earned and available sick leave benefits as part of the leave. Sick leave benefits are not accrued during any leave of absence. The employee must provide the Project Administrator/Human Resources with reasonable advance notice of the intention to take time off for this purpose.

Health insurance benefits ordinarily provided by the employer, and for which the employee is otherwise eligible, will be continued for the remainder of the month in which the employee commences the leave, at the employer's expense. The remainder of the employee's premium and the dependent premiums normally borne by the employee will continue to be the responsibility of the employee. For the remainder of the leave, health insurance benefits ordinarily provided by the employer, and for which the employee is otherwise eligible, may be continued at the employee's expense. The employee should discuss with the Project Administrator/Human Resources arrangements to pay for the employee's cost of such coverage before the leave commences.

Misrepresenting the reasons for the need for a leave of absence, or providing the Company with false or misleading information, may result in disciplinary action, including possible termination.

If an employee accepts other employment or fails to return to work on the next regularly scheduled workday following the expiration of the leave, the employee may be considered to have voluntarily resigned.

### **EMPLOYEE LITERACY ASSISTANCE LEAVE OF ABSENCE**

The Company provides unpaid time off, as well as reasonably accommodates and assists any employee who reveals a problem of illiteracy and requests employer assistance in enrolling in an adult literacy education program, provided this reasonable accommodation does not impose an undue hardship on the Company. Employer assistance includes, but is not limited to, providing the employee with the locations of local literacy education programs or arranging for a literary education provider to visit the employee's jobsite.

Employees must utilize earned and available sick leave benefits as part of the leave. The employee must also provide the Project Administrator/Human Resources with advance notice of the intention to take time off for this purpose.

Health insurance benefits ordinarily provided by the employer, and for which the employee is otherwise eligible, will be continued for the remainder of the month in which the employee commences the leave, at the employer's expense. The remainder of the employee's premium and the dependent premiums normally borne by the employee will continue to be the responsibility of the employee. For the remainder of the leave, health insurance benefits ordinarily provided by the employer, and for which the employee is

otherwise eligible, may be continued at the employee's expense. The employee should discuss with the Project Administrator/Human Resources arrangements to pay for the employee's cost of such coverage before the leave commences.

Misrepresenting the reasons for the need for a leave of absence, or providing the Company with false or misleading information, may result in disciplinary action, including possible termination.

If an employee accepts other employment or fails to return to work on the next regularly scheduled workday following the expiration of the leave, the employee may be considered to have voluntarily resigned.

### **CIVIL AIR PATROL LEAVE OF ABSENCE**

The Company will provide qualifying employees who are voluntary members of the California Wing of the Civil Air Patrol with not less than ten days of unpaid leave per year (beyond any leave benefits otherwise available) in order to respond to an emergency operational mission when the employee is directed and authorized to do so by a political entity that has the authority to authorize an emergency operational mission of the California Wing of the Civil Air Patrol.

In order to qualify for Civil Air Patrol leave, the employee must be employed by the Company for at least 90 days immediately preceding the commencement of leave. The Company will not be required to provide leave to Civil Air Patrol employees who are required to respond as first responders or disaster service workers for a local, state, or federal agency to the same or a simultaneous emergency operational mission. Employees will be required to give the Company as much notice as is possible of the intended leave dates.

Requests for Civil Air Patrol leave should be directed to Project Administrator/Human Resources and must be made as soon as the employee becomes aware of the need for the leave. The employee must provide the Company with a copy of any orders or other documents directing/authorizing the employee to respond to the emergency operational mission.

Upon expiration of the leave, the Company will restore the employee to his or her position or to a position with equivalent seniority, benefits, pay and other terms and conditions of employment, unless the employee is not restored because of conditions unrelated to the exercise of his/her leave rights.

Misrepresenting the reasons for the need for a leave of absence, or providing the Company with false or misleading information, may result in disciplinary action, including possible termination.

If an employee accepts other employment or fails to return to work on the next regularly scheduled workday following the expiration of the leave, the employee may be considered to have voluntarily resigned.

### **ORGAN AND BONE MARROW DONATION LEAVE OF ABSENCE**

The Company will provide a leave of absence to employees who need time off to donate their organs or bone marrow to another individual. For an employee who is donating one of his/her organs to another person, the Company will provide the employee with up to 30 business days' worth of paid leave during a consecutive 12-month period measured from the date the leave begins. The Company will also provide

the employee with up to an additional 30 business days of unpaid leave during the same one-year period. For an employee who is donating his/her bone marrow to another person, the Company will provide the employee with up to five days' worth of paid leave during a rolling one year period. Employees taking this type of leave will be required to first utilize their accrued sick leave benefits, up to a maximum of 14 days for organ donation and five days for bone marrow donation.

If the sick leave or accrued paid time off available to the employee is not sufficient to cover all of the required usage as described above, the employee will nonetheless be paid for the remainder of the allowed time off, as allowed by law.

In order to receive this type of a leave of absence, an employee must provide written verification to the Project Administrator/Human Resources that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow. Any leave taken under this policy pursuant to this section will not be considered a break in service for the purposes of an employee's right to salary adjustments, paid time off accrual or seniority. Leave taken under this policy does not run concurrently with FMLA/CFRA leave.

Health insurance benefits ordinarily provided by the employer, and for which the employee is otherwise eligible, will be continued during the duration of the leave, at the employer's expense. The remainder of the employee's premium and the dependent premiums normally borne by the employee will continue to be the responsibility of the employee. The employee should discuss with the Project Administrator/Human Resources arrangements to pay for the employee's cost of such coverage before the leave commences.

Upon returning from the leave, the employee will be returned to the position he/she occupied at the time the leave commenced or, if necessary, to a position with equivalent seniority status, employee benefits, pay and other terms and conditions of employment.

### **TIME OFF FOR VOTING**

The Company will provide up to two hours of paid time off from work for employees to participate in voting in a statewide election, if the employee would otherwise have no time of his or her own to vote, e.g., the employee was scheduled to work the entire time the voting polls were open. This paid time off must be taken at either the beginning or the end of the employee's shift, unless both the Project Administrator/Human Resources and the employee agree that another time should be taken. The employee requesting paid time off to vote must give the Company two days' advance notice prior to Election Day if the employee knows, or would reasonably know, that he or she will need paid time off to vote on Election Day.

As required by the State of California Election Code, it is the responsibility of the Company to post this policy no later than ten days before every State-wide election.

Misrepresenting reasons for applying for a leave of absence may result in disciplinary action, including possible termination.

If an employee accepts other employment or fails to return to work on the next regularly scheduled workday following the expiration of the approved leave of absence, the employee may be considered to have voluntarily resigned.



## STANDARDS OF CONDUCT

The Company expects employees to observe a standard of conduct which will maintain an orderly, positive and productive workplace. Such a standard of conduct will benefit and protect both the Company and the employees. For this reason, it may be helpful to identify some examples of types of conduct that are impermissible and that may lead to disciplinary action, including possible immediate discharge. Although it is not possible to provide an exhaustive list of all types of impermissible conduct and performance, the following are some examples:

1. Insubordination, including improper conduct toward a supervisor or refusal to perform tasks assigned by a supervisor in the appropriate manner.
2. Disrespectful or discourteous behavior toward a co-worker, supervisor, client, visitor, vendor, or the general public.
3. Possession, distribution, sale, use or being under the influence of alcoholic beverages or illegal drugs while on Company property, while on duty, or while operating a vehicle leased or owned by the Company or its principals.
4. Disclosing trade secrets or release of confidential information about the Company or its customers.
5. Theft or unauthorized removal or possession of property (including food which has not been paid for) from the Company, fellow employees, customers or anyone on Company property.
6. Altering or falsifying any timekeeping record, allowing someone else to enter information on their timekeeping record, removing any timekeeping record from the designated area without proper authorization or destroying such a record.
7. Absence for one workday without notice to the Company, unless a reasonable excuse is offered and accepted by the Company.
8. Falsifying or making a material omission on an employment application or making erroneous entries or material omissions on forms, reports, the Company's records or customer records.
9. Misusing, destroying or damaging property of the Company, a fellow employee, a customer, vendor, visitor or the general public.
10. Actual or threatened physical violence toward another employee, a customer, visitor, vendor or the general public.
11. Bringing on Company property dangerous or unauthorized materials, such as explosives, firearms or other similar items without the written permission of the Project Administrator/Human Resources.
12. Violating safety or health rules or practices or engaging in conduct that creates a safety or health hazard.
13. Sleeping while on duty.
14. Sexual harassment or other unlawful harassment of another employee, a customer, visitor, vendor, or the general public.

15. Unsatisfactory performance.
16. Unprofessional or inappropriate conduct toward another employee, customer, vendor, visitor, or the general public.
17. Unauthorized duplication of Company keys.
18. Failure to file a police report when in an automobile accident involving a Company-owned vehicle, a personal or a rental vehicle when driving for Company business.
19. Failure of an employee who operates a Company-owned vehicle, a personal or a rental vehicle for Company business to immediately notify the Project Administrator/Human Resources if their driver's license was suspended, revoked or expired, or if they received a driving-under-the-influence (DUI) citation.
20. Failure of an employee operating a personal or a rental vehicle for Company business to immediately notify the Project Administrator/Human Resources that their automobile insurance expired or was canceled.
21. Failure of an employee to abide by the safety rules as set forth in this handbook and in the Company's Written Illness and Injury Prevention Program.
22. Failure of an employee to abide by the work schedules set forth by their supervisor.
23. Failure of an employee to maintain their work area in a sanitary manner, in line with the general practices of good housekeeping.
24. Excessively absent from work and/or tardy to work.
25. Misrepresenting or providing false or dishonest information regarding an absence.
26. Bringing a dependent to work without authorization to do so by the Project Administrator/Human Resources.

Employment is at the mutual consent of the employee and the Company. Accordingly, either the employee or the Company can terminate the employment relationship at will, at any time, with or without cause or advance notice.

### **ATTENDANCE POLICY**

Attendance and punctuality are important to the efficient operation of any business. Good attendance and punctuality are essential components of solid employee performance and are measured by objective standards. All employees should be at their workstation and ready to work at the start of their shift. Poor attendance and tardiness disrupt productivity and make it difficult to function effectively; therefore, excessive absenteeism and tardiness will not be acceptable employee conduct.

#### **Absences**

Absence is the failure to report for work and to remain at work as scheduled, including late arrivals of 30 minutes or more and early departures, as well as absence for an entire day. On occasion, employees may

have reason to be absent from work. On these occasions, employees are expected to personally contact their foreman or supervisor within one hour of the employee's scheduled starting time with an honest reason or explanation regarding the absence. The use of texting and email are acceptable to communicate an absence. If an employee becomes sick during the day, their foreman must be notified before the employee leaves the work site. Failure to follow these procedures will result in treatment of the day as an unexcused absence and can result in disciplinary action, including termination.

Excessive "unexcused" absences may subject an employee to disciplinary action, including possible termination. An "unexcused" absence is defined as any absence for which advance approval is not requested.

Failure of an employee to notify the foreman regarding their absence within 24 hours of their regular starting time may subject an employee to immediate termination.

### **Tardies**

Employees are responsible for being present at the correct time each day and ready to work at their assigned time. If employees are unable to report to work at their assigned time, they will be considered tardy. These individuals are to personally report the tardy to their foreman as far in advance as possible, but in no case later than their scheduled starting time. Failure to make the appropriate notification may result in disciplinary action, up to and including possible termination.

## **GENERAL GUIDELINES**

### **Work Schedule**

Employees' work schedules are determined by the General Contractor. The Company's office hours are Monday through Friday, 8:00 a.m. to 4:00 p.m.

### **Alcohol and Drug Abuse**

Drug and alcohol use is highly detrimental to the work place and to the efficiency and productivity the employer desires to promote. The use, possession, distribution or sale of drugs or alcohol, or being under the influence of drugs or alcohol, is strictly prohibited while on duty, while on the employer's premises or while operating a vehicle of the employer. Violation of this policy will result in disciplinary action, up to and including termination.

### **Telephone Policy**

Employees are requested to keep the receiving of personal telephone calls to emergencies only, and the making of all telephone calls to business purposes only, except in the case of personal emergency. Friends and relatives shall be discouraged from calling during regular working hours unless there is an emergency. Under no circumstances should an employee make or charge a long-distance call to the Company unless it is work-related and approved by the employee's supervisor.

### **Use of Tobacco Products**

The Company is committed to a philosophy of good health and a safe workplace. It is important that the work environment reflect the Company's concern for good health. With this in mind, employees may only use tobacco products, which include any electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including but not limited to an electronic cigarette, cigar, pipe or hookah, in designated areas.

**Personal Appearance**

In the interest of the projection of a professional image to those we serve and others with whom we come in contact, employees are expected to exercise appropriate judgment with regard to personal appearance, dress and grooming to be most effective in the performance of their workplace duties.

The Company allows reasonable self-expression through personal appearance, unless it conflicts with an employee's ability to perform his or her position effectively or with his or her specific work environment, or it is regarded as offensive or harassing toward co-workers or others with whom the Company conducts business. Employees may be required to meet special dress, grooming, and hygiene standards, such as wearing uniforms or protective clothing, depending on the nature of their job.

For instance, field employees are required to wear hard hats, gloves, reflective vests, and steel-toed boots while on the jobsite.

The Company will reasonably accommodate an employee's religious beliefs in terms of workplace attire unless the accommodation creates an undue hardship. Further, employees should note that accommodation of religious beliefs in terms of attire may be difficult in light of safety issues. Those requesting a workplace attire accommodation based on religious beliefs should contact the Project Administrator/Human Resources.

An employee reporting to work in violation of this policy will be sent home, without pay, and not permitted back to work until dressed in accordance with the Company policy. If there are any questions as to what constitutes proper attire at any time, the Project Administrator/Human Resources shall be consulted.

**Professional Conduct**

The courtesy of the Company's employees to each other, as well as customers, salespersons, and vendors from other companies is of the utmost importance. Discourteous, rude, or inattentive behavior toward another employee, customer, vendor or representative from other companies will not be tolerated. All employees are to remember that insubordination or unprofessional conduct toward those we serve, supervisors or fellow employees, may be cause for disciplinary action, up to and including possible termination.

It is also a policy of the Company that as a requirement of professional conduct, employees maintain a high level of ethical standards. Lying, deceiving or otherwise withholding information from either management or another employee which could be detrimental to the business is prohibited. Disciplinary action, up to and including termination, may be implemented for employees who do not follow this policy.

**Good Housekeeping**

Each employee is expected to keep their work area in a reasonably neat and clean fashion, and to turn off lights in their work area prior to leaving for the day. It is requested that employees clear their work areas as much as possible each evening.

**Presence on Company Property When Not on Duty**

Employees shall only be on Company property when they are on duty.

**Gratuities**

Every individual we serve is entitled to efficient and courteous service. Since such service is given impartially to all, tips or gratuities are not expected. Therefore, employees are not allowed to accept tips or gratuities over a \$25.00 value from those individuals we serve, or visitors. If an individual presses an

employee to accept such a gift, the employee should thank him/her, but explain that the Company policy makes it impossible to accept.

### **Trade Secrets/Confidential Information**

The protection of confidential information and trade secrets is essential both for the Company and its employees' future security. To protect such information, employees may not disclose any trade secret or confidential information (whether labeled same or not), including financial information, as well as information (whether in document form or simply spoken as part of normal business discussions), to any individual. Employees who are exposed to confidential, sensitive, or proprietary information about the Company, its customers, or its processes may be required to sign a Trade Secret and Non-Disclosure Agreement as a condition of employment. Regardless of whether the employee is still employed by the Company, they may not disclose trade secrets or confidential Company information; persons still employed who do so are subject to disciplinary action, up to and including possible termination.

### **Company Property, Security, Privacy and Searches**

Desks, storage areas, work areas, lockers, file cabinets, credenzas, computer systems, office telephones, modems, facsimile machines, duplicating machines and Company vehicles are Company property and must be maintained according to this policy. All such areas and items must be kept clean and are to be used only for work purposes, except as provided in this policy. The Company reserves the right, at all times, and without prior notice, to open, inspect and search any and all Company property, as well as the contents, effects, or articles that are on Company property, for the purpose of determining whether this policy or any other Company policy has been violated, or whether such inspection and investigation is necessary for purposes of promoting safety in the workplace or compliance with state and federal laws. Such inspections may be conducted during or after business hours and in the presence or absence of the employee.

The Company's computer systems and other technical resources, including any voice mail or e-mail systems, are provided for use in the pursuit of Company business and are to be reviewed, monitored and used only in that pursuit, except as provided in this policy. As a result, computer data, voice mail and e-mail are readily available to numerous persons. If, during the course of an individual's employment, an employee performs or transmits work on the Company's computer systems or other technical resources, their work may be subject to the investigation, search and review of others in accordance with this policy. In addition, any electronically stored information and communications that an employee either sends to or receives from others may be retrieved and reviewed where such investigation serves the legitimate business interests and obligations of the Company.

Employees have no right of privacy as to any information or file maintained in or on Company property or transmitted or stored through the Company's computer systems, voice mail, e-mail or other technical resources. For purposes of inspecting, investigating or searching employee's computerized files or transmissions, voice mail, or e-mail, the Company may override any applicable passwords or codes in accordance with the best interests of the Company, its employees, or its clients, customers or visitors. All bills and other documentation related to the use of Company equipment or property are the property of the Company and may be reviewed and used for purposes that the Company considers appropriate.

Employees may access only files or programs, whether computerized or not, that they have permission to enter. Unauthorized review, duplication, dissemination, removal, damage or alteration of files, passwords, computer systems or programs, or other property of the Company, or improper use of information obtained by unauthorized means, may be grounds for disciplinary action, up to and including termination.

**Solicitation and Distribution of Literature**

In order to ensure efficient operation of the Company's business and to prevent disruption to employees, the Company has established control of solicitations and distribution of literature on Company property. The Company has enacted rules applicable to all employees governing solicitation, distribution of written material, and entry onto the premises and work areas. All employees are expected to comply strictly with these rules. Any employee who is in doubt concerning the application of these rules should consult with his or her supervisor.

No employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the employee or employees at whom such activity is directed.

No employee shall distribute or circulate any written or printed material in work areas at any time, or during his or her working time or during the working time of the employee or employees at whom such activity is directed.

Under no circumstances will non-employees be permitted to solicit or to distribute written material for any purpose on Company property.

**HIPAA Statement**

The Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") establishes a set of national standards for the protection of certain health information. The U.S. Department of Health and Human Services issued the Privacy Rule to implement the requirement of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Privacy Rule standard addresses the use and disclosure of individuals' health information – called "protected health information" by organizations subject to the Privacy Rule – called "covered entities," as well as standards for individuals' privacy rights to understand and control how their health information is used.

A major goal of the Privacy Rule is to assure that individuals' health information is properly protected while allowing the flow of health information needed to provide and promote high quality health care and to protect the public's health and well-being. The Rule strikes a balance that permits important uses of information, while protecting the privacy of people who seek care and healing.

All employees are required to comply with all Privacy Rule requirements. Employees with questions in this area are to contact the Project Administrator/Human Resources.

**Conflicts of Interest**

Employees may not participate in any business or personal activities that conflict with the nature of the Company's business without first securing approval of the Project Administrator/Human Resources. Such activities may include, but are not limited to, providing similar services to any person or business other than those authorized by the Company, or representing one's self as an employee of the Company in order to make personal gains.

Because not all conflicting areas can be covered in this policy, employees shall contact the Project Administrator/Human Resources if they have any difficulty determining whether or not an activity is considered a conflict of interest.

**Dedication of Services**

Employees agree that while they are employed by the Company, during the Company's normal business hours, each employee shall devote their entire productive time, ability and attention to the business of the Company. The employee further agrees that during the period of employment by the Company, they will

not, without the Company's prior written consent, directly or indirectly engage in any employment, consulting, or other activity which would conflict with an employee's employment obligations to the Company.

#### **Personal Use of Company Property**

Employees are prohibited from using employer property, such as stationery, letterhead, name, logo, or equipment for personal use, without the express permission of the Project Administrator/Human Resources.

#### **Supplies**

Any supplies needed to perform job functions may be obtained from an employee's supervisor.

#### **Guests**

The Company permits guests to visit employees during working hours on a limited basis only.

#### **Video Surveillance**

Some job sites may conduct video surveillance of any portion of their premises at any time.

### **VIOLENCE PREVENTION POLICY**

If an employee displays any violence in the workplace or threatens violence in the workplace, the employee is subject to disciplinary action, up to and including immediate termination. Talk of violence or joking about violence will not be tolerated.

"Violence" is defined to include physically harming another, shoving, pushing, harassment, intimidation, coercion, brandishing weapons and threats or talk of violence.

The Company is committed to providing a safe environment for employees, customers, and visitors. Company fax machines, copiers and mail systems, including e-mail, are for business purposes. Any use of such Company equipment that references any violence or threats of violence are subject to this policy.

It is everyone's business to prevent violence in the workplace. Everyone can help by reporting what they see or hear in the workplace that could indicate that a co-worker is in trouble. Often, employees are in a better position than management to know what is happening to those with whom they work.

Employees are encouraged to report any incident that may involve a violation of our policies that are designed to provide a comfortable and safe workplace environment. Concerns should be presented to Human Resources, a supervisor or higher management. All reports will be investigated.

### **CELLULAR TELEPHONE POLICY**

This policy outlines the use of personal cellular telephones at work, the personal use of business cellular telephones and the safe use of cellular telephones by employees while driving.

#### **Personal Cellular Telephones**

While at work employees are expected to exercise the same discretion in using personal cellular telephones as is expected for the use of Company telephones. Excessive personal calls/texts during the workday, regardless of the telephone used, can interfere with employee productivity and be distracting to others. A reasonable standard the Company encourages is to limit personal calls/texts during work time to no more

than one per day, as needed. Employees are, therefore, asked to make any other personal calls/texts during non-work time, where possible, and to ensure that friends and family members are aware of the Company's policy. Flexibility will be provided in circumstances demanding immediate attention.

#### **Reimbursement Policy for Business-Related Calls/Texts on Personal Cellular Telephones**

In situations where a Company cellular telephone is not provided to an employee for business use and the employee is required to make or receive calls or texts that are Company related, the Company will reimburse the employee for all expenses incurred. This reimbursement shall be intended to cover the cost associated with the Company use of his or her cellular telephone. If, at any time, an employee believes his or her out-of-pocket expense related to Company-related calls or texts on made or received on their personal cellular telephone exceeds this reimbursement, the employee shall notify his or her supervisor, as soon as practical.

#### **Personal Use of Company-Provided Cellular Telephones**

Where job or business needs demand immediate access to an employee, the Company may issue a business cellular telephone to an employee for work-related communications. In order to protect the employee from incurring a tax liability for the personal use of this equipment, such telephones are to be used for business reasons only. Telephone logs may be audited to ensure no unauthorized use has occurred.

If an employee experiences a severe personal emergency that results in the need to use the Company's cellular telephone, he or she is required to report this use to the Company within 48 hours. The employee will be asked to sign a form specifying the number called and the reason for the call, as well as a specific authorization to deduct the cost of the call from his or her paycheck when the bill is received. Failure to report such use may result in disciplinary action. Failure to reimburse the Company for the cost of the call will result in tax liability for the employee, as well as possible disciplinary action.

Employees in possession of Company equipment such as cellular telephones are expected to protect the equipment from loss, damage or theft. Upon resignation or termination of employment, or at any time upon request, the employee may be asked to produce the telephone for return or inspection. Employees unable to present the telephone in good working condition within the reasonable time period requested may be expected to bear the cost of replacement.

Employees who separate from employment with outstanding debts for equipment loss or unauthorized charges will be considered to have left employment on unsatisfactory terms and may be subject to legal action for recovery of the loss.

#### **Safety Issues for Cellular Telephone Use**

Employees whose job responsibilities include regular or occasional driving who are issued a cellular telephone for business use are expected to refrain from using their telephone while driving. Employees are also not permitted to use an electronic wireless communications device to write, send, or read e-mail or text-based communication while operating a motor vehicle. Safety must come before all other concerns. Regardless of the circumstances, employees are expected to pull off to the side of the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is unavoidable and pulling over is not an option, employees are expected to keep the call short, use hands-free options, and keep their eyes on the road. If employees do not have a hands-free option, employees should always pull off the road to a safe location to answer the telephone or refrain from answering the call altogether. Special care should be taken in situations where there is traffic, inclement weather or the employee is driving in an unfamiliar area.



Employees whose job responsibilities do not specifically include driving as an essential function, but who are issued a cellular telephone for business use, are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves at risk to fulfill business needs.

Employees who are charged with traffic violations resulting from the use of their telephone while driving will be solely responsible for all liabilities that result from such actions.

Violations of this policy will be subject to the highest forms of discipline, including termination.

#### **Special Responsibilities for Managerial Staff**

As with any policy, management staff is expected to serve as a role model for proper compliance with the provisions above and are encouraged to regularly remind employees of their responsibilities in complying with this policy.

### **INTERNET AND ELECTRONIC COMMUNICATIONS CODE OF CONDUCT**

Access to the Internet has been provided to staff members for the benefit of the organization and its customers. It allows employees to connect to information resources around the world. Every staff member has a responsibility to maintain and enhance the Company's public image, and to use the Internet in a productive manner. To ensure that all employees are responsible, productive Internet users and are protecting the Company's public image, the following guidelines have been established for using the Internet.

#### **Acceptable Uses of the Internet**

Employees accessing the Internet are representing the Company. All communications should be for professional reasons, including use of e-mail. Employees are responsible for seeing that the Internet is used in an effective, ethical and lawful manner. Internet Relay Chat channels may only be used to conduct official Company business, such as to gain technical or analytical advice. Databases may be accessed for business information as needed. E-mail may be used for business contacts.

#### **Unacceptable Use of the Internet**

The Internet should not be used for personal gain or advancement of individual views. Solicitation of non-Company business, or any use of the Internet for personal gain is strictly prohibited. Use of the Internet must not disrupt the operation of the Company network or the networks of other users. It must not interfere with productivity. The Internet should not be used to access or download information from sites that include content that would violate the Company's policies against harassment or discrimination based on any protected category.

#### **Social Media and Similar Forms of Communication**

Employees shall not engage in "blogging," "tweeting" or similar forms of communication while on Company work time and/or while using Company equipment, unless such communication is for Company business. Employees who engage in "blogging," "tweeting" or similar forms of communication on personal time outside of work must comply with this policy. Employee blogs or posts shall not contain anything inconsistent with the Company's unlawful harassment or equal opportunity practices.

Employees shall maintain the confidentiality of the Company's trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Employees are prohibited from posting internal reports, policies, procedures or other internal business-related confidential communications.

Employees shall always be fair and courteous to fellow associates, customers, members, suppliers, or people who work on behalf of the Company, and also keep in mind that an employee is more likely to resolve work-related complaints by speaking directly with their co-workers or by utilizing the Company's Open Door Policy, rather than by posting complaints to a social media outlet. Nevertheless, if an employee decides to post complaints or criticism, they shall avoid using statements, photographs, video or audio that could reasonably be viewed as malicious, obscene, threatening, or intimidating; that disparage customers, members, associates or suppliers; or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or Company policy.

Employees shall refrain from using social media during work time or on equipment the Company provides, unless it is work-related and authorized by an employee's supervisor, or is consistent with the Company's equipment policies. Employees may not use Company email addresses to register with social networks, blogs or other online tools utilized for personal use.

Employees are expected to always be honest and accurate when posting information or news, and should they make a mistake, correct it quickly, as well as be open about any previous posts they have altered.

Employees shall remember the Internet archives almost everything; therefore, even deleted postings can be searched. Employees shall never post any information or rumors that they know to be false about the Company, fellow associates, members, customers, suppliers, people working on behalf of the Company, or competitors.

In addition, employees should remember that blogs and posts are accessible by the entire public. Employees who violate this policy will be subject to disciplinary action, up to and including termination. Nothing in this policy is intended to preclude or dissuade discussions among employees about their wages, terms and conditions of employment or other legally protected or required activities.

### **Communications**

Each employee is responsible for the content of all text, audio or images that they place or send or cause to be received over the Internet and/or cellular telephones at work or when using Company systems. Fraudulent, harassing or obscene messages are prohibited. All messages communicated on the Internet should have an employee's name attached. No messages will be transmitted under an assumed name. Users may not attempt to obscure the origin of any message. Information published on the Internet should not violate or infringe upon the rights of others. No abusive, profane or offensive language is to be transmitted through the system. Employees who wish to express personal opinions on the Internet are encouraged to obtain their own usernames on other Internet systems. All messages composed, sent or received through the electronic communication systems are and remain the property of the Company. They are NOT the private property of any employee, and should not be considered private. The Company reserves and intends to exercise the right to review, audit, intercept, access, print, read and disclose all messages created, received or sent over the electronic communication systems for any purpose. Please note that even when a message is deleted, it is still possible to recreate the message; therefore, ultimate privacy of messages cannot be guaranteed to anyone.

### **Software**

To prevent computer viruses from being transmitted through the system there will be no unauthorized downloading of any software. All software downloads will be done through the Project Administrator/Human Resources.

**Copyright Issues**

Copyright materials belonging to entities other than this Company may not be transmitted by staff members on the Internet. One copy of copyrighted material may be downloaded for an employee's personal use in research. Users are not permitted to copy, transfer, rename, add or delete information or programs belonging to other users unless given express permission to do so by the owner. Failure to observe copyright or license agreements may result in disciplinary action from the Company or legal action by the copyright owner.

**Security**

All messages created, sent or retrieved over the Internet are the property of the Company, and should be considered public information. The Company reserves the right to access and monitor all messages and files on the computer system as deemed necessary and appropriate. Internet messages are public communication and are not private. All communications including text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or receiver.

**Harassment**

All electronic communications shall comply with the Equal Employment Opportunity Commitment Policy, Policy Against Harassment and Discrimination, and the Solicitation/Distribution Policy. In no circumstance are the electronic communication systems to be used to create or forward any offensive or disruptive messages, or any message that might constitute (or indicate the condoning or encouragement of) harassment, lewd, illicit or illegal activities. Among those which are considered offensive, are any messages which contain sexual implications, racial slurs, gender specific comments, or any other comment that offensively addresses someone's age, sexual orientation, religious or political beliefs, national origin or disability. The electronic communication systems may not be used to solicit for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations. Employees learning of any misuse of the voicemail/e-mail system or violations of this policy shall notify the Project Administrator/Human Resources.

**Violations**

Violations of any guidelines listed above may result in disciplinary action, up to and including termination. If necessary, the Company will advise appropriate legal officials of any illegal violations.

## **GRIEVANCE PROCEDURE**

The Company wishes to provide each employee the opportunity to address his or her concerns. Accordingly, it has established the following grievance procedure that is available to all employees. Please note the Company will make efforts to resolve an employee's grievance promptly. Employees shall note the Company's Open Door Policy and that the Company encourages responses from its employees and wishes to assist in alleviating misunderstanding or uncomfortable situations in the work environment. For complaints or concerns regarding issues addressed in the Equal Employment Opportunity Commitment Policy and the Policy Against Sexual Harassment, employees should follow those policies to immediately bring their concerns to the attention of the Project Administrator/Human Resources or the Owner. For other issues, the following are a guideline of the steps that should be taken by an employee and the order in which they should be taken:

**Step 1** - Within five working days of an incident or problem giving rise to an employee's grievance, the employee is to discuss the problem with his/her immediate supervisor. In most instances, a friendly talk with the supervisor can solve a problem to an employee's satisfaction. The grievance shall be treated in a business-like manner. The supervisor shall consider the concerns, investigate when appropriate, and

provide the employee with an answer within five working days, unless additional time is required under the circumstances.

**Step 2** - If the problem is not resolved at Step 1 or if an employee is uncomfortable discussing an issue with his/her supervisor, an employee may arrange an appointment to meet with the Project Administrator/Human Resources in order to reach a solution. A request for such a meeting shall be made within three working days after the employee receives a response from the supervisor or within five working days of the incident or problem if the employee is uncomfortable speaking to the supervisor. If no response is received from the supervisor, the employee may arrange the above-described meeting and should do so within three days of the time the supervisor should have responded. A meeting will be scheduled promptly in an attempt to resolve the problem. The grievance will receive attention from the Project Administrator/Human Resources, who will provide the employee with a written response within five working days, unless additional time is required under the circumstances.

Any decision rendered by the President must be regarded as final and binding on all parties. Nothing in this Grievance Procedure changes the at-will employment relationship.

## **TERMINATION PROCEDURES**

### **Payment Upon Termination**

Employees will receive their final paycheck within the time required by law. The final paycheck for employees who resign with at least 72 hours advance notice will be provided on their last day of work. Employees who resign without providing at least 72 hours advance notice, however, will receive their final paycheck within 72 hours of their resignation. Employees who are terminated involuntarily will be provided their final paycheck in accordance with state and federal laws.

### **Severance Pay**

The Company does not maintain a formal severance pay policy or provide severance pay to employees who separate from its employ for any reason. Severance pay should therefore not be expected. However, the Company reserves the right to make exceptions to this policy in its sole and absolute discretion.

### **Return of Company Property**

Company property such as uniforms and keys must be returned by each employee at the time the final paycheck is provided.

### **Notice of Intent to Leave Employment**

If an employee leaves employment for any reason, a two-week notice to the Company is appreciated but not required. All employees will be asked to complete an exit interview at the time of their departure.

## **GENERAL SAFETY GUIDELINES**

Every employee is asked to cooperate in helping to promote safety and to prevent accidents to themselves, as well as to other employees, customers, and visitors. Upon hire, each employee is provided with the Company's "Code of Safe Practices," for their review and signature. It is the employee's responsibility to observe all safety rules established for the employee's protection and guidance, abide by all laws and regulations, use safety equipment and devices provided or required, and to always work in a manner which safeguards the employee and fellow workers. In the event of an injury on the job, it is the employee's responsibility to promptly obtain first aid and to report the injury to the appropriate supervisor.

In order to work safely, an employee needs to be rested, alert and constantly aware of what is going on around them, being particularly watchful for recognizable hazards. Employees must know the correct, safe procedures for their job and, if the employee has any doubt, they are to stop and ask their supervisor.

By obeying safe work rules (some of which are listed below), as well as any other special instructions received (such as the Company Written Injury and Illness Prevention Program), and by using common sense and good judgment, an employee will be doing their part in sharing with the Company an important job responsibility -- THE PREVENTION OF ACCIDENTS. A lack of safety know-how or an indifference to safety could result in an injury to an employee, or others, because accidents don't just happen, they are caused!

Employees shall note that Safety Data Sheets are located in the truck of the onsite foreman, with the General Contractor, and in the office.

As well, all employees are to note and remember the following safety rules:

1. Report to work able to perform the essential functions of the position the employee is performing, with or without reasonable accommodation.
2. Observe chemical safety requirements, including the handling of same. If unclear or questions arise, see the appropriate supervisor immediately. Safety Data Sheet (SDS) forms are available for all employees' reference.
3. The use, possession or being under the influence of intoxicating beverages or drugs on the job is prohibited.
4. Understand work assignments and make certain employees are fully qualified for the job.
5. Firearms are not permitted on the job unless for a special purpose by permit and permission of the Project Administrator/Human Resources only. If there is any doubt, ask.
6. Look for hazards, unsafe conditions or practices and report them immediately to a supervisor, unless an employee can correct the situation safely, and then report it.
7. Learn and follow the specific safety regulations which apply to each employee's job. If an employee doesn't know or understand the regulations which apply to their job, they are to ask their supervisor.
8. Use the safety equipment and devices provided for employee's protection, i.e., eye wash facilities.
9. Only operate and/or repair machinery, equipment or electrical circuits if qualified to do so.
10. When lifting heavy objects, lift with leg muscles not the smaller muscles of the back. Get help for lifting or moving heavy objects.
11. Each employee is to do their part to help keep work areas clean and free of debris and other tripping hazards.
12. Know where emergency equipment is located, such as fire extinguishers, first aid supplies, lifesaving equipment, etc., and report the use of any emergency equipment so that it can be replaced.

13. If injured in any way, an employee is to report it to their supervisor immediately and obtain first aid or authorized medical treatment. If an employee needs to visit a doctor for any reason, they are to notify their supervisor at once.
14. Disregard of safe work practices, any of these rules or other safety instruction is cause for disciplinary action, including termination.

### **SUBSTANCE ABUSE POLICY**

To help ensure a safe work environment, it is the policy of the Company to prohibit its employees from using, possessing, selling, distributing, being under the influence of or transporting any illegal drug, intoxicants or unprescribed controlled substances, while on the job, on Company-owned, leased, occupied or operated property, or while in or aboard Company vehicles of any kind. Such use, possession, sale, distribution, being under the influence of, and/or transportation by any person, poses a serious threat to the safety of Company employees and visitors to the Company operations and/or facilities.

It is not the Company's intent to interfere with employee conduct while off the job; however, since employees are accountable for their job performance, off-the-job alcohol or drug use which adversely affects job performance or jeopardizes an employee's safety or the safety of others on the job, will be grounds for disciplinary action, up to and including termination.

The Company reserves the right to conduct searches and inspections of Company employees and equipment.

### **NOTIFICATION OF CHANGES**

It is the responsibility of each employee to immediately advise the Project Administrator/Human Resource of any change in his/her name, address, telephone number, or marital status (new State and Federal tax forms, as required).

### **PROPERTY OF THE EMPLOYER**

It is the policy of the Company to maintain all personnel files as Company property; however, in line with State law, an employee's personnel file is available for inspection upon written request to the Project Administrator/Human Resources.

### **MANNER IN WHICH PERSONNEL RECORDS WILL BE MAINTAINED**

Personnel files for current or former employees will be maintained in a confidential manner. Only designated persons are authorized to disclose information regarding employees to anyone outside the Company. This includes letters of reference. The Project Administrator/Human Resources shall be advised of any such requests for information.

A written disclosure authorization and release, signed by the current/former employee, is required before any information is furnished.

Any information verification required signed authorization from the current/former employee.

**EMPLOYEE ACKNOWLEDGEMENT AND AGREEMENT FORM**

This is to acknowledge that I have read and reviewed a copy of the Employee Policy Handbook, understand that it contains important information on the Company's general personnel policies and on my privileges and obligations as an employee.

I acknowledge and agree that I am expected to read, understand, and adhere to Company policies and will familiarize myself with the material in the handbook. I understand that I am governed by the contents of the handbook and that the Company may change, rescind or add to any policies, benefits or practices described in the handbook from time to time in its sole and absolute discretion, with or without prior notice. The Company will advise employees of material changes within a reasonable time.

I also understand and agree that the use, possession, sale, distribution, being under the influence of or transportation of illegal drug, intoxicants or unprescribed controlled substances, while on the job, on Company-owned, leased occupied or operated property, or while in or aboard Company vehicles of any kind, is prohibited.

I understand and agree that if I drive a Company-owned vehicle, my personal or a rental vehicle for Company business, I must immediately inform the Project Administrator/Human Resources if my driver's license is suspended, revoked or expires; if I receive a driving-under-the-influence (DUI) citation; or if I am in an automobile accident. I also understand that if I drive my personal or a rental vehicle for Company business, I must also immediately inform the Project Administrator/Human Resources if my automobile insurance expires or is canceled. Furthermore, I understand that my failure to immediately report the foregoing circumstances to the Project Administrator/Human Resources is cause for disciplinary action, up to and including immediate termination.

I understand and agree that the Company does not promise or guarantee a minimum length of employment and employment at the Company is employment at-will. Employees at-will may be terminated with or without cause, with or without notice, at any time, by either the Company or the employee. I also understand and agree that the Company retains the right to demote, transfer, change my job duties, and change my compensation at any time, with or without notice, and with or without cause, in its sole discretion.

I understand and agree the at-will employment status of any employee may be modified or amended only by an express written agreement signed by the employee and the Project Administrator/Human Resources, and such written agreement must specifically reference the at-will provision of this handbook and expressly waive such provision. I also understand that no employee, officer, or representative of the Company other than the Project Administrator/Human Resources is authorized to modify or amend the at-will nature of the employment relationship of any employee. I understand that nothing in this handbook or any other document or statement, whether written or oral, shall limit the right of the employee or the Company to terminate the employment relationship at any time, with or without cause, and with or without notice.

I further understand and agree that this acknowledgement form contains a full and complete statement of the agreements it recites, including the at-will employment statement and supersedes all previous agreements, whether written or oral, express or implied, relating to the subjects covered in the acknowledgement.

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
EMPLOYEE'S NAME (Typed or Printed)



**EMPLOYEE ACKNOWLEDGEMENT OF AT-WILL EMPLOYMENT STATUS**

I understand and agree that the Company does not promise or guarantee a minimum length of employment and employment at the Company is employment at-will. Employment at-will may be terminated with or without cause, with or without notice, at any time, by either the Company or the employee. I also understand and agree that the Company retains the right to demote, transfer, change my job duties, and change my compensation at any time, with or without notice, and with or without cause, in its sole discretion.

The at-will employment status of any employee may be modified or amended only by an express written agreement signed by the employee and the President, and such written agreement must specifically reference the at-will provision of this handbook and expressly waive such provision. No employee, officer, or representative of the Company other than the President is authorized to modify or amend the at-will nature of the employment relationship of any employee. Nothing in this handbook or any other document or statement, whether written or oral, shall limit the right of the employee or the Company to terminate the employment relationship at any time, with or without cause, and with or without notice.

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
EMPLOYEE'S NAME (Typed or Printed)

**EMPLOYEE ACKNOWLEDGEMENT OF EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT POLICY**  
**CALIFORNIA EMPLOYEES ONLY**

**EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT POLICY**

The Company believes that equal opportunity is a fundamental principle in conducting business, and has promoted this principle as a basic policy in the governing of the Company. The Company believes that all persons are entitled to equal employment opportunity and prohibits discrimination against its employees or applicants based on any protected category as defined by law, including, but not limited to: race, color, religious creed (all aspects of religious belief, observances and practices including religious dress and grooming practices), sex (pregnancy, childbirth, breastfeeding and related medical conditions), national origin, ancestry, sexual orientation, age (over 40), marital status (including registered domestic partner status), gender identity, physical disability, except where physical fitness is a valid occupational qualification, mental disability (as defined by law), medical condition, genetic information, gender expression, or any other grounds prohibited by state or federal law. Equal employment opportunity will be extended to all persons in all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall and termination.

For purposes of this policy, discrimination on the basis of “national origin” also includes discrimination against an individual because that person holds or presents the California driver’s license issued to those who cannot document their lawful presence in the United States. An applicant’s or employee’s immigration status will not be considered for any Company employment purpose except as necessary to comply with federal, state, or local laws.

The Company prohibits discrimination against individuals providing services in the workplace pursuant to a contract, unpaid internship, volunteers, or another limited duration program to provide unpaid work experience. This commitment applies to all persons involved in the operations of the Company and prohibits unlawful discrimination by any employee of the Company, including supervisors and co-workers. All such discrimination is unlawful.

The Company also prohibits pay discrimination between employees of the opposite sex performing substantially similar work, as defined by the California Fair Pay Act and federal law. Pay differentials may be appropriate and valid depending on the circumstances and as defined by law. Employees will not be retaliated against for inquiring about their wages or discussing wages with other employees. However, the Company does not disclose the wages of other employees.

The Company seeks to comply with legal requirements to ensure equal employment opportunities for persons who are qualified individuals with a disability. In order to make known to the Company the person’s disability, any applicant or employee who requires accommodation in order to perform the essential functions of the job should contact the Project Administrator/Human Resources and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. The Company will then engage in a good faith interactive process with the employee or applicant to determine what, if any, effective accommodations can be made for the employee or applicant. The Company will conduct an investigation to identify the barriers that make it difficult for the applicant or employee to have an equal opportunity to perform his or her job. The Company will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the Company will make the accommodation. In addition, the Company will document the investigation.

If an employee believes they have been subjected to any form of unlawful discrimination, he/she is to inform the Project Administrator/Human Resources as soon as possible. The complaint can be made either orally or in writing. If the complaint relates to the Project Administrator/Human Resources or the employee is uncomfortable speaking to the Project Administrator/Human Resources they shall provide the complaint to the Owner. An employee’s complaint should be specific and should include the names of the individuals involved and the names of any witnesses. If a supervisor receives any complaint of action or conduct in violation of this Policy, or personally observes or overhears behaviors, actions, or comments in violation of this Policy, the supervisor must immediately report the information to the Project Administrator/Human Resources. The Company will undertake a prompt, impartial and thorough investigation.

Based on the investigation, the Company will determine what, if any, remedial action should be taken, commensurate with the severity of the offense. Appropriate action will also be taken to deter any future discrimination. The Company does not permit retaliation against an employee, unpaid intern, independent contractor or volunteer for making a complaint or participating in any workplace investigation.

Executives, managers, supervisors, and employees who observe a violation of this policy or who receive a request for an accommodation should inform the Project Administrator/Human Resources immediately.

Employment decisions shall, therefore, comply with all applicable State and Federal laws prohibiting discrimination in employment.

\_\_\_\_\_  
EMPLOYEE’S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
EMPLOYEE’S NAME (Typed or Printed)

## **EMPLOYEE ACKNOWLEDGEMENT OF POLICY AGAINST HARASSMENT AND DISCRIMINATION AND POLICY AGAINST SEXUAL HARASSMENT**

### **POLICY AGAINST HARASSMENT AND DISCRIMINATION**

The Company is committed to providing a work environment that is free of unlawful discrimination and harassment. Together with the Equal Employment Opportunity Commitment policy described earlier in this handbook, the Company maintains a strict policy prohibiting unlawful harassment in any form, including verbal, physical, and visual harassment. To encourage all personnel to cooperate in implementing this policy, the following specific elements of the policy shall be strictly adhered to:

1. Company policy prohibits discrimination and harassment because of sex (which includes sexual harassment, gender harassment, and harassment due to pregnancy, childbirth, breastfeeding, or related medical conditions), and harassment because of race, religious creed (all aspects of religious belief, observances and practices including religious dress and grooming practices), color, national origin, ancestry, physical disability, except where physical fitness is a valid occupational qualification, mental disability, medical condition (as defined by law), marital status, age (over 40), sexual orientation, genetic information, gender expression, military and veteran status or any other basis protected by federal, state, or local law, ordinance, or regulation. This policy applies to supervisors, co-workers, unpaid interns, independent contractors, volunteers and third parties (including vendors).
2. The use of derogatory comments, statements, or innuendos related to any of the protected categories referenced above is against Company policy.
3. All individuals shall be treated without regard to any of the above referenced protected statuses with respect to promotions, transfers, job rotations, training, work assignments, merit increases, overtime, employment tests, and related employment decisions.
4. The Company requires those who believe this policy is being violated to report any questionable situations directly to the Project Administrator/Human Resources. The Company's Open Door Policy assures the Company encourages responses from its employees and wishes to assist in alleviating misunderstandings or uncomfortable situations in the work environment.

If an individual believes they have been subjected to any form of harassment that violates this Policy, they are to inform the Project Administrator/Human Resources as soon as possible. The complaint can be made either orally or in writing. If the complaint relates to the Project Administrator/Human Resources, or the person is uncomfortable filing a complaint with the Project Administrator/Human Resources, they shall provide the complaint to the Owner. The complaint should be specific and should include the names of the individuals involved and the names of any witnesses. If a supervisor receives any complaint of action or conduct in violation of this Policy, the supervisor must immediately report the information to the Project Administrator/Human Resources. The Company will undertake a fair, timely, thorough and impartial investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. The Company will keep the investigation confidential to the extent possible, but does not promise that the investigation can be kept completely confidential.

The Company clearly does not tolerate harassment on the basis of any of the categories discussed in this policy and will take appropriate disciplinary action whenever such harassment is demonstrated. Any individuals engaging in such conduct contrary to Company policy may be personally liable in any legal action brought against them. If there are any questions concerning this policy, the Project Administrator/Human Resources should be contacted.

## **POLICY AGAINST SEXUAL HARASSMENT**

The Company is committed to providing a work environment that is free of sexual harassment. In keeping with this commitment, the employer maintains a strict policy prohibiting unlawful sexual harassment in any form.

Sexual Harassment is prohibited by this Company, is against the law, and will not be tolerated.

Every individual should be aware of:

- what sexual harassment is
- what steps to take if harassment occurs
- state law prohibiting retaliation for reporting sexual harassment

If an individual has any questions or concerns about this area, they shall contact the Project Administrator/Human Resources or the Owner for further information.

### **What is Sexual Harassment?**

Although many people think of sexual harassment as involving a male boss and a female subordinate, sexual harassment can also involve a female boss and male employee, unpaid intern, independent contractor and volunteer. Sexual harassment is harassment based on: sex or of a sexual nature; gender harassment; and harassment based on pregnancy, childbirth, breastfeeding, or related medical conditions. Sexual harassment often involves co-workers, unpaid interns, independent contractors and volunteers, other employees of the Company or other persons doing business with or for the Company and includes many forms of offensive behavior, including harassment of a person of the same gender as the harasser. It is against the law for females to sexually harass males or other females, and for males to sexually harass other males or females.

### **Federal Law**

Under federal law, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

### **State Law**

California law defines sexual harassment as:

1. Verbal harassment -- epithets, derogatory comments or slurs.  
**Examples:** *Name-calling, belittling, sexually explicit or degrading words to describe an individual, sexually explicit jokes, comments about an individual's anatomy and/or dress, sexually oriented noises or remarks, questions about a person's sexual practices, use of patronizing terms or remarks, verbal abuse, graphic verbal commentaries about the body.*
2. Physical harassment -- assault, impeding or blocking movement, or any physical interference with normal work or movement, when directed at an individual.  
**Examples:** *Touching, pinching, patting, grabbing, brushing against or poking another individual's body, hazing or initiation that involves a sexual component, requiring an individual to wear sexually suggestive clothing.*

3. Visual harassment -- derogatory posters, cartoons, or drawings.  
*Examples: Displaying sexual pictures, writings or objects, obscene letters or invitations, staring at an individual's anatomy, leering, sexually oriented gestures, mooning, unwanted love letters or notes.*
4. Sexual favors -- unwanted sexual advances which condition an employment benefit upon an exchange of sexual favors.  
*Examples: Threat of demotion, termination, etc., if, for example, requested sexual favors or continued requests for dates are not given; making or threatening reprisals after a negative response to sexual advances; or, propositioning an individual.*

It is impossible to define every action or all words that could be interpreted as sexual harassment. The examples listed above with the state definition of sexual harassment are not meant to be a complete list of objectionable behavior.

#### **If Sexual Harassment Occurs:**

1. If the individual is comfortable and able to do so, he/she may confront the harasser and request him/her to stop. The harasser may not realize the advances or behaviors are offensive. When it is appropriate and sensible, an individual should tell the harasser the behaviors or advances are unwelcome and must stop. Sometimes a simple confrontation will end the situation. However, if the individual is not comfortable addressing the situation directly with the alleged harasser, or the behavior does not cease immediately, he/she shall report his/her concerns and the events to the Project Administrator/Human Resources as soon as possible.
2. If the individual reports the harassment to the Project Administrator/Human Resources and is not comfortable with the response, or if the individual is not comfortable with reporting the conduct to the Project Administrator/Human Resources, the individual should immediately report it to the Owner.

Sexual harassment or retaliation may be reported in writing or verbally. An individual may report such activities even though they were not the target of the harassment.

3. The Company will undertake a fair, timely, thorough and impartial investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. The Company will keep the investigation confidential to the extent possible, but does not promise that the investigation can be kept completely confidential.
4. The Company will take whatever corrective action is deemed necessary, including disciplining or discharging any individual who is believed to have violated this prohibition against harassment. The Company will also take action to protect the complaining individual and to prevent further unlawful harassment or retaliation.

#### **Sexual Harassment Can Be Costly**

If an individual is found to have engaged in sexual harassment, they may be personally liable for monetary damages. The Company will **not** pay damages assessed personally against an individual.

#### **Protection Against Retaliation**

Company policy forbids retaliation against any individual who opposes sexual harassment, files a complaint, testifies, assists or participates in any manner in an investigation, proceeding or hearing conducted by the Department of Fair Employment and Housing or the Arizona Civil Rights Division.

**Training for California Employees**

The Company shall provide at least one hour of training regarding the prevention of sexual harassment, including harassment based on gender identity, gender expression, and sexual orientation, to non-supervisory employees, and two hours of such training to supervisory employees.

Training shall be provided within six months of assumption of employment. Employees shall be trained by January 1, 2021 and every two years thereafter, except for seasonal and temporary employees who are hired to work for less than six months. These seasonal and temporary employees must be trained within 30 calendar days after their hire date or within 100 hours worked, effective January 1, 2020.

**Additional Information**

The California Department of Fair Employment and Housing (DFEH) and the Arizona Civil Rights Division are the state agencies that process complaints of unlawful discrimination and harassment, including sexual harassment.

To contact the DFEH, consult their website (<https://www.dfeh.ca.gov/>) for contact information. To contact the Arizona Civil Rights Division, consult their website at <https://www.azag.gov/civil-rights>.

The Equal Employment Opportunity Commission (EEOC) is the federal agency that processes complaints of unlawful discrimination and harassment, including sexual harassment. To contact the EEOC, consult their website (<https://www.eeoc.gov>).

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
EMPLOYEE'S NAME (Typed or Printed)

**EMPLOYEE ACKNOWLEDGEMENT OF REST AND MEAL PERIOD POLICIES****REST PERIODS**

Non-Exempt employees are authorized, permitted and expected to take a ten-minute paid rest period, near the middle of each four-hour work period or major fraction thereof. During an eight-hour workday employees will be expected to take two ten-minute rest periods. Additional rest periods are authorized and permitted if employees work longer workdays. For example, employees who work up to six hours are entitled to one rest period, employees who work more than six hours up to ten hours are entitled to two rest periods, and employees who work ten to 14 hours are entitled to three rest periods. These breaks may not be combined with or added to an employee's meal period and must be taken in a manner which allows flexibility due to work being performed. The rest periods should be taken near the middle of each four-hour period worked insofar as practicable. Employees are encouraged to manage their own time so as to take all rest periods. The Company retains the discretion to designate specific rest and meal period times. Employees are free to leave the premises during rest periods. Employees may not perform any work during their rest periods. If an employee is not able to take one or more rest periods, or if the rest period is interrupted for work-related reasons, the employee should notify his/her supervisor immediately through an email or written note.

**MEAL PERIODS**

An unpaid off-duty, and uninterrupted meal period of at least 30 minutes is provided for each Non-Exempt employee who works more than five hours in a workday, and must be initiated not more than five hours after the beginning of the employee's shift. For example, an employee who begins work at 8:00 a.m. should begin the meal period no later than 12:59 p.m. Employees whose entire workday is six hours or less may waive the first meal period in a workday. Employees working more than ten hours in one workday are provided with a second unpaid, off-duty and uninterrupted meal period of at least 30 minutes. If an employee's total hours worked is no more than 12 hours, this second meal period may be waived by the mutual consent of the Company and the employee. Additional meal periods are provided if employees work more than fifteen hours in a workday. Timekeeping records for all Non-Exempt employees must indicate the beginning of an employee's meal period and the time an employee returns to work. Employees are free to leave the premises during meal periods. However, if the employee chooses to eat their meal on Company premises, the meal must be consumed in designated areas only. Employees should not take less than a 30-minute meal period and should not perform any work during the meal period. If an employee is unable to take one or more 30-minute duty free meal periods on a given day or is unable to start the meal period by the fifth hour of work or tenth hour of work, or if any meal period is interrupted for work related reasons, the employee must notify his/her supervisor immediately and indicate the information on the timekeeping record.

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EMPLOYEE'S SIGNATURE

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DATE

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EMPLOYEE'S NAME (Typed or Printed)

## **Unlimited Paid Leave Policy (Exempt Employees)**

Haxton Masonry, Inc. hires exceptional, professional adults to perform a wide variety of important functions that contribute to the success of our company. It is Haxton Masonry's intent to provide its exceptional employees the freedom they require to balance the responsibilities of both their work and home lives, thereby maximizing their value to Haxton Masonry, Inc.

### **Unlimited Paid Leave**

It is the policy of Haxton Masonry, Inc. to forego implementation of a leave accrual or bank system of any sort. Eligible employees may take leave when they require it. At Haxton Masonry's discretion, leave will be tracked for business purposes.

### **Eligibility**

All full-time exempt-level employees with 90 days of continuous service are considered eligible under this policy. Any leave requested within the waiting period will be reviewed by management for approval.

### **Expectations**

Under this policy, exempt-level employees are expected to:

- Recognize that at Haxton Masonry, Inc., we value all employees' contributions and are committed to advanced communication when scheduling an absence or notifying management before the start of the workday when an unscheduled absence occurs.
- Submit a completed Leave Request Form to management for review.
- Understand that due to staffing needs, sometimes, not all leave requests can be honored. Advance requests are still subject to the appropriate approval process.
- Meet all established goals despite the absences.

Except for those on protected leave (such as state or federal family and medical leave), if an eligible employee is unable to meet the expectations outlined above, Haxton Masonry, Inc. reserves the right to temporarily revoke unlimited leave.

Unlimited paid leave is a privilege meant to provide employees a flexible schedule. Should the policy be abused, unwanted consequences or disciplinary action may result. Taking too much time off—to the point where it negatively impacts performance or cause a hardship to the company—could affect employee's career progression, raises, bonuses, and in extreme cases, jeopardize job security.

### **Verification**

Management also reserves the right to request verification of absences (such as a doctor's note) when legal and appropriate to do so.

### **Leave of Absence**

This policy does not apply to eligible employees requesting military leave or sabbaticals. For more information on these types of leave, please see the corresponding policies located in your handbook.