

# **HACK'S FOOD PROFESSIONALS**

## **Employee Handbook**

## **About this Employee Handbook**

This Employee Member Handbook (“Handbook”) applies to all Hack’s Food Professionals (“HFP” or the “Company”) employees and is provided as a guide to answer many of your questions about HFP’ policies and expectations, your job duties, your benefits and the general operations of HFP. You should read, understand and comply with all provisions of this Handbook and any applicable state supplement, and print a copy for future reference. Remember, this Handbook is only intended to provide a general summary of the policies and benefits of employment with the Company. Nothing contained in this Handbook is intended to conflict with applicable law. In the event of a conflict, applicable law will apply.

**NEITHER THIS HANDBOOK NOR ANY OTHER COMPANY GUIDELINES, POLICIES OR PRACTICES CREATES AN EMPLOYMENT CONTRACT, BARGAIN, OR AGREEMENT OR CONFERS ANY CONTRACTUAL RIGHTS WHATSOEVER. EMPLOYMENT AT HFP IS CONSIDERED “AT-WILL.” YOU ARE FREE TO RESIGN YOUR EMPLOYMENT FROM THE COMPANY AT ANY TIME, WITH OR WITHOUT A REASON AND WITH OR WITHOUT NOTICE. THE COMPANY ALSO HAS THE RIGHT TO END YOUR EMPLOYMENT AT ANY TIME, WITH OR WITHOUT A REASON AND WITH OR WITHOUT NOTICE. ALTHOUGH THE COMPANY MAY CHOOSE TO END YOUR EMPLOYMENT FOR A CAUSE, CAUSE IS NOT REQUIRED. NO REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO PROVIDE ANY EMPLOYEE, INDIVIDUALLY OR ON A COLLECTIVE BASIS, WITH AN EMPLOYMENT CONTRACT OR SPECIAL ARRANGEMENT CONCERNING THE TERMS OR CONDITIONS OF EMPLOYMENT UNLESS THE CONTRACT OR AGREEMENT IS IN WRITING AND SIGNED BY CEO.**

Further, the Company has the right to manage its work force and direct its employees. This includes the right to hire, transfer, promote, demote, reclassify, lay off, terminate or change any term or condition of employment at any time, with or without a reason and with or without notice, unless otherwise required by law. The Company may, at any time, in its sole discretion, modify, rescind, amend or vary anything stated in this Handbook or applicable state supplement—except as required by law, and except for the rights of the parties to terminate employment at-will, which may only be modified as set forth above. Any oral or written statement or promise to the contrary is expressly disavowed and should not be relied on by prospective or current employees.

In certain circumstances, some employees may have written employment contracts with the Company that outline specific terms that further refine or, in some cases, contradict some of the policies of this document. In those rare instances, the terms of the employment contract will control over contrary provisions of these policies. In the absence of a direct conflict between such a contract and these policies, however, the terms of this Handbook will control.

This Handbook supersedes all prior handbooks, manuals, policies and procedures issued by the Company. Any violation of the policies and/or procedures set forth in this Handbook may result in disciplinary action, up to and including termination of employment.

If you have questions about any of our policies, rules or benefits please talk to your branch manager and/or Barry Hack.

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## **ARTICLE 1 – INTRODUCTION & GENERAL EMPLOYMENT POLICIES**

**Section 1.1. Welcome.** We congratulate and welcome you to HFP and are excited by your decision to join our Company. Whether you seek the flexibility of contingent assignments or pursuit of direct hire opportunities, we are interested in providing you with a rewarding, educational and professionally satisfying workplace. We wish you the best during your employment with the Company. Thanks for joining our team!

**Section 1.2. At-Will Employment.** The Company’s policy is that employment is “at-will.” As an employee, you are free to resign your employment with the Company at any time, with or without a reason and with or without notice. The Company also has the right to end your employment at any time, with or without a reason and with or without notice. Although the Company may choose to end your employment for a cause, cause is not required. Further, the Company has the right to manage its work force and direct its employees. This includes the right to hire, transfer, promote, demote, reclassify, lay off, terminate, or change any term or condition of employment at any time, with or without a reason and with or without notice unless otherwise required by law.

No one may enter into an agreement for employment for a specific period of time or make any agreement contrary to the policy of at-will employment, except by written agreement signed by the Chief Executive Officer.

**Section 1.3. Employment Eligibility.** It is the policy of the Company to comply with all federal and state immigration laws, including the Immigration Reform and Control Act of 1986. Accordingly, Company hires and employs only those individuals who are lawfully authorized for employment in the United States.

To comply with federal and state immigration law, the Company must collect certain information and review certain documentation concerning the employment authorization of new employees. This information and documentation will be used only for compliance with applicable law and will not be used for any employment related decisions or for any other unlawful purpose. Failure to provide such information and documentation within the time specified by applicable law will result in termination of employment. If your authorization for employment changes or terminates after the start date of your employment or an assignment, you are required to inform your HFP supervisor.

**Section 1.4. Open Door Philosophy.** We strongly believe in an open-door, open-communications policy and feel it is an important benefit to us, as well as to our employees. All employees can come forward and discuss any concerns or questions they may have with their HFP supervisor or the branch manager, in order to resolve these issues quickly and efficiently. If your HFP supervisor is not able to resolve your concern or question, or if you would prefer not to discuss your issue with your supervisor, you can discuss the issue with the Company’s President, Barry Hack.

**Section 1.5. Equal Employment Opportunity.** The Company is an equal opportunity employer. Employment decisions are made without regard to actual or perceived race, color, creed, religion, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and related medical conditions), gender identity or gender expression (including transgender status), sexual orientation, marital status, military service or veteran status, physical or mental disability, protected medical condition as defined by applicable state or local law, genetic

information or carrier status, or any other classification protected by applicable federal, state, and local laws and ordinances. Our management is dedicated to ensuring the fulfillment of this policy with respect to hiring, placement, promotion, transfer, demotion, layoff, termination, recruitment advertising, pay, and other forms of compensation, training, and general treatment during employment.

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

**Section 1.6. Discrimination, Harassment, and Retaliation Prevention Policy.** The Company does not tolerate and prohibits discrimination, harassment or retaliation of or against our job applicants, contractors, interns, volunteers, or employees by another employee, supervisor, vendor, customer, or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and related medical conditions), gender identity or gender expression (including transgender status), sexual orientation, marital status, military service or veteran status, physical or mental disability, protected medical condition as defined by applicable state or local law, genetic information or carrier status, or any other characteristic protected by applicable federal, state, or local laws and ordinances (referred to as “protected characteristics”). The Company is committed to a workplace free of discrimination, harassment and retaliation.

Our management team is dedicated to ensuring the fulfillment of this policy as it applies to all terms and conditions of employment, including recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, and general treatment during employment.

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

**Harassment Defined.** Harassment is defined in this policy as unwelcome verbal, visual or physical conduct creating an intimidating, offensive, or hostile work environment that interferes with work performance. Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, or e-mails) or physical conduct (including physically threatening another, blocking someone’s way, etc.) that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic. Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state, or local laws and ordinances. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

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

Examples of conduct that violates this policy include:

- unwelcome sexual advances, flirtations, advances, leering, whistling, touching, pinching, assault, blocking normal movement
- requests for sexual favors or demands for sexual favors in exchange for favorable treatment
- obscene or vulgar gestures, posters, or comments
- sexual jokes, questions, innuendoes, or comments about a person's body, sexual prowess, sexual history, sexual desires, or sexual deficiencies
- propositions, or suggestive or insulting comments of a sexual nature
- derogatory cartoons, posters, and drawings
- sexually-explicit e-mails or voicemails
- uninvited touching of a sexual nature
- unwelcome sexually-related comments
- conversation about one's own or someone else's sex life
- conduct or comments consistently targeted at only one gender, even if the content is not sexual
- teasing or other conduct directed toward a person because of the person's gender

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

**ALL DISCRIMINATION, HARASSMENT AND RETALIATION IS UNACCEPTABLE IN THE WORKPLACE AND IN ANY WORK-RELATED SETTINGS SUCH AS BUSINESS TRIPS AND BUSINESS-RELATED SOCIAL FUNCTIONS, REGARDLESS OF WHETHER THE CONDUCT IS ENGAGED IN BY A SUPERVISOR, CO-WORKER, CLIENT, CUSTOMER, VENDOR, OR OTHER THIRD PARTY.**

**Reporting Procedures.** The following steps have been put into place to ensure the work environment at the Company is respectful, professional, and free of discrimination, harassment and retaliation. If an employee believes someone has violated this policy or our Equal Employment Opportunity Policy, the employee should promptly bring the matter to the immediate attention of their branch manager. If the branch manager is not available, if you have not received a response within five business days of contacting the branch manager, or if you are not comfortable speaking with your branch manager, please contact the President of the Company, Barry Hack, at 925.322.3292 or [barry@hacksfoodsafety.com](mailto:barry@hacksfoodsafety.com).

Every supervisor who learns of any employee's concern about conduct in violation of this policy, whether in a formal complaint or informally, must immediately report the issues raised to Barry Hack.

**Investigation Procedures.** Upon receiving a complaint, the Company will promptly conduct a fair and thorough investigation into the facts and circumstances of any claim of a violation of this policy or our Equal Employment Opportunity policy. To the extent possible, the Company will endeavor to keep the reporting employee's concerns confidential. However, complete confidentiality may not be possible in all circumstances.

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

The Company will take corrective measures against any person who it finds to have engaged in conduct in violation of this policy, if the Company determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension, or immediate termination. Anyone, regardless of position or title, whom the Company determines has engaged in conduct that violates this policy will be subject to discipline, up to and including termination. In addition to being a violation of this policy, harassment, discrimination or retaliation can also be against the law. Employees who engage in conduct that rises to the level of a violation of law can be held personally liable for such conduct.

\* \* \* \*

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

**Section 1.7. Individuals With Disabilities.** The Company complies with applicable federal, state and local laws providing for non-discrimination in employment against individuals with disabilities and will provide reasonable accommodation for such individuals, where appropriate, who are able to perform the essential functions of the position with or without reasonable accommodation. Qualified individuals with disabilities are treated in a non-discriminatory manner in the pre-employment process and treated in a non-discriminatory manner in all other terms, conditions and privileges of employment.

The Company will provide job modification/reasonable accommodation to otherwise qualified applicants or employees with disabilities, unless to do so would cause undue hardship on the operation of business. The Company is committed to providing job modifications/reasonable accommodations so that qualified individuals with disabilities enjoy equal employment opportunities. The Company provides job modifications/reasonable accommodations in the following circumstances:

- When applicants with disabilities need job modifications/accommodations to be considered for jobs
- When employees with disabilities need job modifications/accommodations to enable them to perform the essential functions of jobs or to gain access to the workplace
- When employees with disabilities need job modifications/accommodations to enjoy equal benefits and privileges of employment
- As otherwise required under applicable law.

The Company will process requests for job modification/reasonable accommodation and, where appropriate, provide job modifications/reasonable accommodations in a prompt, fair and efficient manner. The Company explains below the process employees or managers should follow to initiate job modifications/reasonable accommodations, the circumstances where employees may be asked to provide medical documentation to support requests for job modification/reasonable accommodation and procedures employees may follow if they are dissatisfied with the Company's decision concerning a request for job modification/reasonable accommodation.

- Any applicant or employee who believes they need a job modification/reasonable accommodation of a disability should contact their HFP supervisor or Branch Manager. Employees and applicants may request job modification/reasonable accommodations either orally or in writing.
- The Company may also initiate the job modification/reasonable accommodation process whenever it reasonably believes that a physical or mental impairment may be limiting an employee's ability to perform essential job functions safely or successfully.
- The Company is committed to maintaining a safe and healthy work environment. The Company will, based upon valid and objective evidence, determine whether any individual's health condition poses a direct threat to the health or safety to the Employee or others and will take appropriate measures to eliminate or minimize such risk. To the extent permitted by applicable law, the Company reserves the right to request medical documentation to evaluate requests for accommodation and direct threat analyses. Accordingly, no one may discriminate against, refuse to work with, refuse to cooperate with or otherwise harass co-workers because of a known or suspected disability. Anyone with legitimate concerns is encouraged to discuss these with their supervisor or Branch manager.

All medical-related information is confidential, and the Company stores such information in separate confidential files as required by law.

If you have additional questions regarding this policy, please contact the Human Resources Department.

[A Note on Genetic Information](#)

Applicable law prohibits employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by the law(s). We respect your medical privacy and take our responsibility to comply with these laws seriously. The Company will not request or require you to provide genetic information except in those limited circumstances allowed by law. If you have any questions about this policy, please speak to your supervisor or Branch manager. If you believe there has been a violation of this policy, please follow the reporting procedure set forth in the Company's Discrimination, Harassment & Retaliation Prevention policy.

**Section 1.8. Religious Accommodation.** The Company recognizes and supports its obligation to endeavor to reasonably accommodate job applicants and employees with sincere religious beliefs or practices who are able to perform the essential functions of the position, with or without reasonable accommodation. The Company will endeavor to provide reasonable accommodation to otherwise qualified job applicants and employees, unless doing so would impose an undue hardship on the Company. An applicant or employee who believes they need a reasonable accommodation of a sincere religious belief or practice should discuss the need for a possible accommodation with their direct HFP supervisor or the branch manager and provide as much advanced notice to the Company as possible.

**Section 1.9. Lactation Accommodation.** The Company supports the legal right and necessity of employees who choose to express milk in the workplace. This policy is to establish guidelines for promoting a breastfeeding-friendly work environment and supporting lactating employees at the Company for as long as they desire to express breastmilk.

The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child each time the employee has need to express milk, in accordance with applicable local, state, and federal law. If possible, the break time must run concurrently with rest and meal periods already provided to the employee. Break time that cannot run concurrently with rest and meal periods already provided to the employee is unpaid, to the extent permitted by applicable law.

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

An employee who believes they need a lactation accommodation should submit a request for possible accommodation by phone to the branch manager or Barry Hack at 925.322.3292. Upon receiving an accommodation request, the Company will respond to the employee within 5 business days. The Company and the employee shall engage in an interactive process to determine the appropriate accommodations.

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

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

Employees can contact Barry Hack ([barry@hacksfoodsafety.com](mailto:barry@hacksfoodsafety.com)) or call at 925.322.3292 \_\_ with questions regarding this policy.

## **ARTICLE 2 – WORK HOURS, PAY PRACTICES AND PROCEDURES**

**Section 2.1. Normal Business Hours.** As a staffing and employment agency, we work with many different companies that represent a variety of industries. Each client may have different normal business hours and need assistance at various times throughout the day. Your work hours will be explained and provided to you at the start of your assignment. You will be given an opportunity to accept or decline each assignment for any reason prior to the start of each assignment.

### **Section 2.2. Breaks & Meal Periods**

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

Rest breaks should be taken as close to the middle of each work period of four hours or major fraction thereof as is practical. Non-exempt employees do not need to obtain approval from or notify their supervisor when taking a rest break. Non-exempt employees are encouraged to take their rest breaks; they are not expected to and should not work during their rest breaks. Non-exempt employees are paid for all rest break periods and do not need to clock out when taking a rest break.

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

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

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

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

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

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

**Meal Period Waiver.** If no more than six (6) hours of work will complete the day’s work, employees may voluntarily waive their meal period in writing. See your branch manager or Barry Hack to obtain this waiver form. If an employee works no more than twelve (12) hours, the employee can voluntarily waive the second meal period, but only if the first meal period was received and not waived in any manner. Any waiver of the second meal period must be in writing and submitted before the second meal period. See your branch manager or Barry Hack to obtain a second meal period waiver form. Employees who work more than twelve (12) hours may not waive, and should take, their second unpaid, off-duty and uninterrupted 30-minute meal period.

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

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

Hours of Work	Rest Breaks and/or Meal Periods
0 to 3 hours, 29 minutes	No paid rest break and no meal period
3 hours, 30 minutes up to 5.0 hours	One 10-minute paid rest break

More than 5.0 hours up to 6.0	One 10-minute paid rest break and one 30 minute unpaid meal period (unless first meal period is mutually waived pursuant to this policy)
More than 6.0 hours up to 10.0 hours	Two 10-minute paid rest breaks and one 30 minute unpaid meal period
More than 10.0 hours up to 12.0 hours	Three 10-minute paid rest breaks and two 30 minute unpaid meal periods (unless second meal period is mutually waived pursuant to this policy)
More than 12.0 hours up to 14.0 hours	Three 10-minute paid rest breaks and two 30 minute unpaid meal periods

**Section 2.3. Overtime.** The nature of our clients' businesses sometimes requires employees to work overtime. Your supervisor will notify you when you are required to work overtime. We expect and appreciate your cooperation. We will try to provide you with advance notice of any overtime that will be required of you, but cannot always guarantee that advance notice will be possible. All overtime work must receive prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

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

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

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

**Section 2.4. Timekeeping.** With rare exception, all field employees are classified as non-exempt for payroll purposes. It is important that accurate records of your hours are kept so your paycheck will be correct. For this reason, all non-exempt employees are required to accurately record their time each workday on the approved tracking system, which may vary by client. You will be informed of the method of tracking your work time upon being assigned a position. If you do not know or understand how to record your time worked, you must ask your HFP supervisor.

All time worked must be recorded. Your time record must accurately reflect all regular and overtime hours worked, any absences, late arrivals, early departures, and meal breaks. If your paycheck does not accurately reflect your hours worked, you must notify your branch manager immediately. The Company will investigate all such complaints and reimburse employees if an error was made.

Employees are prohibited from performing any “off-the-clock” work. “Off-the-clock” work means work that you perform but fail to record. Any employee who fails to record or inaccurately records any hours worked will be subject to disciplinary action, up to and including discharge. Because working off the clock is prohibited, if a Company client or supervisor requests or otherwise requires you to work “off the clock,” you must notify the Company’s branch manager immediately.

It is a violation of Company policy for any employee to falsify or alter their own or another employee’s time. Likewise, an employee may not record time on another employee’s time record. It is also a serious violation of company policy for any employee or manager to instruct another employee to incorrectly or falsely report hours. If any manager or employee (regardless whether the individual is employed by the Company or a Company client) instructs you to: (1) work off the clock and/or incorrectly or falsely under- or over-report your hours worked; or (2) alter another employee’s time records to inaccurately or falsely report that employee’s hours worked, you should report it immediately to your HFP supervisor or branch manager. Employees will not be retaliated against for doing so.

Nonexempt employees should not start work prior to their scheduled starting time nor continue to work after their scheduled stop time without express, prior authorization from their HFP supervisor. Violation of these policies may result in disciplinary action up to and including termination of employment.

**Section 2.5. Pay.** You are paid directly by HFP. The hourly pay rate will vary by position, so be sure to check out all details before accepting an assignment. Payment made for work performed is generally distributed on Fridays of every other week, unless it is a holiday in which case it may be the first workday before or after the holiday. The Company issues payment in several different forms. The method of payment will likely depend on which Client Company you are assigned. Employees always have the option of being paid by live check but additional methods available for employees who wish to elect such option(s) may include pay cards and/or direct deposit.

## **ARTICLE 3 – WORKPLACE RULES**

**Section 3.1. Employee Conduct.** The Company’s reputation and success are determined by the customer service we provide and by the employees who represent us. Regardless of whether you are interacting with clients, fellow employees, or the public in general, the manner in which you conduct yourself should reflect upon the standards of professionalism, quality, and service embraced by the Company. Although there is no way to identify every possible violation of standards of conduct, the following conduct is considered serious and may result in ending your assignment and/or disciplinary action, up to and including termination. It is not intended to be comprehensive and does not alter the at-will relationship between the employee and the Company.

- No call, no show.
- Excessive tardiness, early departures, and/or absenteeism.
- Disrespectful, unprofessional, rude, or insulting conduct toward a client or a client’s representatives and/or failure to maintain excellent customer service.
- Carrying weapons or explosives (including firearms) or violating criminal law on the Company’s or a client’s premises, unless otherwise protected by applicable law.

- Engaging in or provoking any act of violence or damaging Company or a client's property or the property of another, or otherwise violating the Workplace Violence Policy.
- Personal use of Company or a client's property without authorization.
- Damage to or misuse of Company or client property or the property of others.
- Unsatisfactory work performance or failure to meet the requirements of the position.
- Failure to maintain the confidentiality of information of the Company or a client deemed confidential pursuant to applicable policies and/or agreements.
- Theft or unlawful possession of stolen, lost or mislaid property of the Company or a client.
- Violating the Company's drug and alcohol policy.
- Conduct violating the Company's Equal Employment Opportunity and/or Discrimination, Harassment & Retaliation Prevention policies.
- Making personal telephone calls, text messages, instant messages, or social media during working time.
- Intentional or reckless falsification of Company records.
- Conviction of a job-related crime (following an individualized analysis), subject to any limitations pursuant to applicable law.
- Sleeping on the job.
- Poor production or work performance.
- Unsafe conduct and/or failure to follow safety policies and protocols.

This list is not exhaustive. The Company may discipline, end an employee's assignment, and/or terminate an employee's employment as a result of conduct not on this list. Moreover, this policy does not limit the Company's right to discharge an employee at any time, with or without notice or cause. Pursuant to the Company's at-will employment policy, the Company reserves the right to impose whatever form of discipline it chooses, or none at all, in a particular instance.

**Section 3.2. Discipline.** The Company recognizes that most employees take responsibility for ensuring that their own behavior complies with the Company's standards. Unfortunately, it may become necessary for the Company to take disciplinary action when an employee fails to meet the Company's standards or expectations. The Company has sole discretion to determine whether circumstances warrant disciplinary action and, if so, what type of discipline is warranted. Examples of possible disciplinary action include, but are not limited to: oral warnings, written warnings, suspension, ending an employee's assignment, and termination of employment. The Company is not limited to the actions previously described and may apply any of those actions it deems appropriate, or any other disciplinary actions, at any time, with or without notice. Nothing in this policy alters the "at will" nature of employment. Nothing in this Handbook should be construed as a promise of specific treatment in a given situation. Upon separation of employment for any reason or as otherwise requested by management, employees must return all Company or client property without copying or reproducing. The Company reserves the right to require reimbursement of destroyed, lost or damages Company property to the extent permitted by applicable law. Upon separation of employment for any reason, employees shall not have authority to access any Company electronic systems.

**Section 3.3. Punctuality and Attendance.** Our business is to provide staff to our clients and our clients rely on the Company to provide qualified employees to assist them as needed. As such, regular and consistent attendance of employees is absolutely critical to the success of the Company

and your success as an employee of the Company. Employees are expected to maintain satisfactory attendance and report to work on time every day as an essential function of their job. Unscheduled absences, late arrivals, and early departures should be kept to a minimum. If you know that you are going to be late, absent or need to leave early, you must notify your supervisor and branch manager as far in advance as possible, and follow any applicable policies of our client regarding call-outs. You must make every effort to contact your HFP supervisor and the client supervisor at least two (2) hours prior to your starting time, except in cases of bona fide emergency or use of statutory sick leave, or other circumstances covered by applicable law, when notice should be provided as soon as reasonably possible. If you cannot reach your supervisor, please leave a voice mail. Except as otherwise protected by law, unscheduled or unexcused absences, including late arrivals and early departures, may result in ending your assignment and/or disciplinary action up to and including termination of employment.

**Section 3.4. About Your Assignment and Responsibilities.** Once you are employed and accept a job assignment, it is extremely important to fully complete the requirements and length of the assignment. Make sure you know the Customer and shift supervisor's names, the location and hours of the assignment, the specific dress requirements, and any specific personal and protective equipment required for your shift.

It is your responsibility to:

- Arrive on time and dressed based on the customer's instructions
- Follow and comply with the rules, policies, procedures, and working conditions established by HFP and the Customer for their premises
- Accurately report all time worked, including overtime, when you submit your time
- Do not use your mobile device during working time or in working locations
- Report all accidents, injuries, property damage, unsafe working conditions, near misses, or first aid cases to your Supervisor or branch manager within 24 hours of the incident

If you have any questions regarding your current shift's work hours, overtime, meal and/or rest periods, please contact your branch manager or Barry Hack.

Generally, employees who do not show to, walkout in the middle of, or fail to finish, assignments will be assumed to have voluntarily quit and may be subsequently ineligible for rehire. In the rare cases where you need to leave early or be absent, it is critical to carefully follow the Company and client call-out guidelines as outlined in the attendance policy.

When the Assignment ends, HFP will typically attempt to place you on another suitable job for which you are qualified. Successful completion of an assignment does not in any way guarantee that you will be placed on another assignment. If you are interested in another assignment, it is your obligation to contact the Company to let them know you are available. If you do not contact the Company we may assume that you have found other employment or are not interested in another position.

Please note that all assignments are temporary and at the request of external clients and are subject to change in scope, length or type. Likewise, the pay rates for assignments may vary by client. HFP cannot guarantee employment or type of work for any period of time.

**Section 3.5. Personal Appearance.** Prior to any assignment you will be advised as to the proper dress protocol for the particular client. Regardless of the nature of the position, employees are expected to wear clean clothes, be free of odors, and wear attire that is in good taste for the workplace. Further clothing and accessories may not have images, symbols, pictures, words, and other that are obscene, lewd, or otherwise violate the Company's Equal Employment Opportunity, Discrimination, Harassment & Retaliation Prevention, or Workplace Violence Policies. If a Company or client manager feels you are dressed inappropriately, you may be asked to leave and return appropriately attired.

Employees who violate this policy may be subject to disciplinary action, up to and including termination. If you would like to request an exception to this policy as an accommodation for a disability, a sincerely held religious belief, race or any other reason protected by applicable law, please contact your Branch Manager.

**Section 3.6. Moonlighting.** The Company does not strictly prohibit all outside employment; however, positions with the Company require an employee's full effort and attention. Accordingly, employees may work for other companies provided that such work does not: (A) compromise an employee's ability to perform their job effectively for the Company and its clients; (B) interfere with the employee's ability to work their scheduled shift and perform any necessary overtime or travel assignments; (C) create an actual or apparent conflict of interest, such as employment with a competing business of the Company or for a client; or (D) compromise proprietary business information or cause any other adverse consequence to business operations. The Company may ask the employee to resign the outside employment or deny continued employment with the Company if the result is undesirable to the Company. Under no circumstances can outside employment involve use of the Company's or a client's time, resources, relationships, facilities, proprietary business information, or equipment.

**Section 3.7. No Solicitation/No Distribution.** We believe employees should not be disturbed or disrupted in the performance of their job duties. For this reason, solicitation of any kind by one employee of another employee is prohibited while either person is on working time. Working time includes the time during which any of the employees involved are actually scheduled to work, but does not include scheduled rest periods, meal breaks and other specified times when employees are not expected to be working. Solicitation by non-employees on Company premises is prohibited at all times.

Distribution of advertising material, handbills, or printed or written literature of any kind in working areas of the Company is prohibited at all times. Distribution of literature by non-employees on Company premises is prohibited at all times.

**Section 3.8. Drug & Alcohol Free Workplace Policy.** No employee may report for work or remain on duty after consuming alcohol in any amount that adversely affects the employee's job performance, or consume alcohol at any time during an employee's workday, including during meal or other break periods. No employee may use, possess, distribute, sell or be under the influence of alcohol, inhalants or illegal or unauthorized drugs, or engage in the unlawful manufacture, distribution, solicitation, purchase, transfer, dispensation, possession or use of illegal

drugs while on Company-paid time, on Company or a client's premises, in Company vehicles, or while otherwise engaged in activities for or on behalf of the Company. Nor may employees possess drug use paraphernalia on his person while working on Company or a client's property.

The use of prescription or over-the-counter drugs by employees in safety-sensitive positions is permitted on the job only if: (1) it has been lawfully prescribed or obtained by the employee; (2) it is being used by the employee in accordance with the prescription's guidelines (if applicable); and (3) before reporting to work under the influence of such medication, the employee has inquired whether the drug manufacturer or the employee's physician warns against driving, operating machinery or performing other work-related safety-sensitive tasks. "Safety-sensitive positions" are generally defined as those positions designated by the Company as safety-sensitive or those jobs where impairment by drugs or alcohol could threaten the health or safety of the employee or others.

If such warnings exist, the employee taking the medication must inform their branch manager of such restrictions before reporting to work under the influence of such substances. When informing their supervisor(s) or the Human Resources Department of such restrictions, the employee should not identify the medication(s) being used or the reason for its use. The Company will evaluate and respond to this information on a case-by-case basis. Any employee reporting to work in a safety-sensitive position without first advising the Company about warnings accompanying lawfully prescribed or obtained medications will be subject to disciplinary action up to and including possible termination of employment. An employee's lack of knowledge concerning such warnings will not excuse a violation of this rule where an employee has failed to make the inquiries required by this rule.

Using or possessing "recreational marijuana" or "medical marijuana" in the workplace is prohibited. All employees are prohibited from being under the influence of marijuana while at work. Employees who use recreational marijuana while off-duty may test positive on a drug test required under this policy. Positive test results will not be excused by the "recreational" use of marijuana when the test, unless prohibited by law. Safety-sensitive employees who use "medical marijuana" under state law must report this use to their supervisor or Human Resources, as described above, so that the Company may analyze the potential safety risk. The Company will comply with applicable state laws with regard to the use of "medical marijuana" to the extent that those laws impose any obligations on employers and to the extent that safety is not compromised.

Employees with questions or concerns about substance dependency or abuse may wish to discuss these matters with your branch manager or Barry Hack to receive assistance or referrals to appropriate resources in the community.

Employees with drug or alcohol problems may request approval to take unpaid time off to participate in a rehabilitation or treatment program. This request must be made before the employee is required to submit to a drug or alcohol test required by this policy. Employees may not use this self-identification provision to avoid taking a test when required by this policy or to avoid being disciplined for receiving a positive test result or refusing to submit to a test. Leave may be granted if the Employee agrees to abide by the terms of the Company's Agreement for Voluntary Treatment, which requires the Employee to comply with the rehabilitation or treatment program and all the Company policies, rules and prohibitions relating to conduct in the workplace;

and if granting the leave will not cause the Company any undue hardship. The cost of the evaluation and any counseling, treatment or rehabilitation is the employee's responsibility. (For further details concerning the employee's payment obligations, employees should refer to their individual medical insurance plan.)

Except where the federal or state law prohibits, all leave time taken for the evaluation, counseling, treatment or rehabilitation will be counted against the leave to which the employee may be entitled under the federal or state Family and Medical Leave laws, or other applicable leave policy, if any.

Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with the Director of Human Resources without fear of reprisal.

### **Drug and Alcohol Testing**

The Company is committed to providing a safe, efficient and productive work environment for all Employees. In keeping with this commitment, Employees may be asked to submit to drug and/or alcohol testing to determine the illicit use of drugs and whether Employees are working while under the influence of drugs or alcohol. Substance abuse records are confidential and will not be disclosed, except in accordance with applicable law. To the extent permitted by applicable law, drug and/or alcohol tests may be conducted in any of the following situations:

Pre-Employment: If requested by a Company client, the Company may require pre-employment drug testing, to the extent permitted by law, as a condition of employment.

Post-Accident: Any current Employee who causes or contributes to a work-related accident may be tested for drugs or alcohol to the extent there is reasonable suspicion to believe drugs or alcohol led to, caused or otherwise was a factor in the accident. A work-related accident may include an accident which occurs while the Employee is on the premises of the Company or at another work-site location, or is off-site while engaged in activities for or on behalf of the Company, or while the Employee is operating a vehicle, including the Employee's, for or on behalf of the Company; and the accident results in one or more of the following: (i) a fatality; or (ii) bodily injury to any individual who, as a result of the accident, requires immediate medical treatment (excluding first aid) at or away from the scene of the accident; or (iii) property damage to Company property or to the property of a customer that is reasonably anticipated to exceed \$500, including vehicular damage.

- Reasonable Suspicion: A Employee must submit to a drug test and/or an alcohol test whenever the Company has, in accordance with the applicable federal, state or local law, reason to suspect the Employee has or may have used drugs or alcohol in violation of the Company's policy. In general, the Company's "reasonable suspicion" determinations will be based on specific, current observations that can be verbalized, including but not limited to the Employee's appearance, behavior, speech, breath, or body odors. These observations may also include indications of a Employee's chronic use of, or the effects of withdrawal from, drugs or alcohol. All "reasonable suspicion" tests must be administered as soon as possible following the determination.

## Testing Logistics

All post-accident and reasonable suspicion tests must be administered as soon as possible following the accident or reasonable suspicion determination. Employees who are involved in a work-related accident must remain readily available for testing or will be considered to have refused to submit to a test. However, an employee who is involved in a work-related accident is not prohibited from leaving the scene of an accident for the period of time necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care for the employee or others who injured as a result of the accident.

The Company will transport or make arrangements for the transport of the Employee to and from the collection site.

An employee who is required to submit to a “reasonable suspicion” or “post-accident” test will be suspended after the completion of the drug or alcohol tests, pending receipt of the test results. The Company also reserves the right to evaluate the employee’s conduct that triggered the drug and/or alcohol test, to determine if the conduct in and of itself warrants discipline, up to and including termination.

## Testing Methods

All testing will be conducted by a licensed independent medical laboratory, which will follow testing standards established by the federal government and are designed to ensure the integrity and reliability of the testing process. Drug Testing will generally be conducted on a urine sample provided by the Employee to the testing laboratory under procedures established by the laboratory to ensure privacy of the Employee, including but not limited to an observed test, if deemed appropriate by the collection site personnel (unless prohibited by state law). If a urine sample is not possible for medical reasons and a Employee needs an accommodation, please notify the Human Resources Department immediately and an alternative method of sampling, such as a blood test, will be made available. Alcohol testing will be conducted by breath testing. A breath alcohol concentration of 0.04% or greater will be considered a positive test result.

All positive drug and alcohol test results will be confirmed. All confirmed positive drug test results will be reviewed by a Medical Review Officer (MRO) to determine whether there is any legitimate explanation for the positive test result. An employee’s use of prescription and over-the-counter medications may result in a positive test result. Employees will be given the opportunity to discuss with the MRO any legitimate explanation for the positive test result, and to consult with the MRO for technical information regarding prescription and nonprescription medicine. The MRO may verify a test as positive without speaking to a Employee if the Employee refuses or fails to make himself/herself available to speak with the MRO.

If the MRO reports to the Company that a negative drug test was dilute, the employee will be directed to take another test immediately. If the employee refuses to take a second test, this constitutes a refusal to test. If the second test is negative dilute, the test stands as a negative.

Employees will be considered to be engaged at work for the time spent in taking any tests and will be compensated for such time at their regular rate. The Company will pay for the cost of the testing.

### Refusal to Undergo Testing

Employees who refuse to submit to a test will be terminated. Refusing to submit to a test includes adulteration or substitution of urine specimens; attempting to adulterate or substitute urine specimens; failing to provide or failing to attempt to provide a urine (or other) specimen without an adequate medical explanation; failing to report for the drug test within the time period allotted; failing to complete any paperwork required by the collection facility; failing to remain at the collection facility until the testing process is complete; or, failing to cooperate with the testing process in any way.

### Consequences of Positive Test Results

A Employee who tests positive may be subject to discipline, up to and including termination of employment. Employees who are not terminated for a positive drug or alcohol test result may be given an opportunity to sign and comply with the Company's Last Chance Agreement. This agreement provides an employee with the opportunity to be evaluated for a drug problem by a substance abuse professional, and in certain situations, to participate in a counseling, rehabilitation or treatment program. Unless covered through the employee's medical plan, the cost of the evaluation and any counseling, treatment or rehabilitation will be paid at the employee's own expense.

Positive Test Results Due to Medical Marijuana Use: The Company will comply with applicable state laws with regard to the use of "medical marijuana" to the extent that those laws impose any obligations on employers and to the extent that safety is not compromised.

In Nevada, any employee who tests positive for marijuana during the first 30 days of employment has the right to submit to an additional drug test, at his or her own expense, to rebut the results of the initial screening test. The Company must accept and give appropriate consideration to the results of such test.

### Confidentiality

All records concerning test results will be kept in medical files which are maintained separately from the personnel file of the Employee.

Questions concerning this policy or its administration should be directed to Barry Hack.

**Section 3.9. Confidentiality Policy.** Certain information, documents and methods/processes of the Company and its clients are confidential. Employees are required to maintain as confidential all confidential information, including but not limited to Company financial information (other than information regarding wages and related terms and conditions of employment), customer/client lists and contact information, customer/client ordering preferences, business and marketing plans, product design plans, company training materials on design, software or other electronic programs related to design using Company products, correspondence and communication with customers/clients, profits, margins, and revenue. These records may only be used in performing work for the Company and must not be divulged to any outside firm, individual,

entity, or institution except on the direct written authorization of management. No documents containing confidential information may be copied or removed from the Company's or client's premises or computer systems. Failure to abide by this policy will result in discipline, up to and including termination. Employees may be required to sign a confidentiality agreement, including a confidentiality provision, as a condition of their employment.

**Section 3.10. Electronic Communications & Computer Usage.** All the Company electronic communications systems including, but not limited to, computers; computer content' software, electronic files' laptops' tablets' mobile devices smart phones, and other devices that are used in whole or in part for business use, whether Company or personally owned; instant message' e-mail' telephone' voice mail' internet access accounts, ("Electronic Systems") are the Company's property and are intended primarily for business use. Personal use of such systems must be limited to non-work time and may not interfere with other employees who are on work time.

Employees have no legitimate expectation of privacy in regard to the Company's Electronic Systems. The Company may access and monitor its Electronic Systems and obtain the communications within the systems, without notice to employees, in the ordinary course of business when the Company deems it appropriate to do so to the extent permitted by applicable law.

All software that has been installed on the Company computers and personal computers used for the Company business is Company property and may not be used for any non-business, unlawful or otherwise improper purpose. The Company's policy prohibiting all types of unlawful harassment and workplace violence applies to the use of the Company's electronic communications systems, including Internet access. You should not use a password, access a file, or retrieve any stored communication without authorization. All employees, upon request, must inform management of any private access codes or passwords to Company equipment.

Employees may not install or remove software on the Company's Electronic Systems without prior management approval. Personal computers and other electronic devices (cell phones, tablets, thumb drives, etc.) may not be connected directly to the Company's computer systems without prior management approval. Employees should guard against computer viruses and attempts to hack into the Company's electronic system. In that regard, you should not download or click on suspicious links, response to suspicious emails, or share passcodes with unauthorized individuals. If you have concerns about a suspicious link or document, please contact your HFP supervisor.

**Section 3.11. Social Media Policy.** The following social media policy applies to employee conduct on social media/networking sites and applications, including but not limited to, blogs, wikis, social networks, message boards, internet forums, chat rooms, virtual worlds, and all social media platforms including but not limited to Facebook, Twitter, Linked-In, Instagram, Pinterest, Tumblr, Snapchat, WhatsApp, YouTube, Reddit, TikTok, Zoom, GroupMe, Discord, blogs, Google+ or other social media. All existing Company policies and standards of conduct apply to social media.

The following applies to employee use of social media:

- Do not speak on behalf of the Company. Employees are not permitted to speak or post content or comments on behalf of the Company without express written authority from the Company.
- Be accurate. It is a violation of Company policy to knowingly, recklessly or maliciously disseminate false information.
- If from your post in a blog or elsewhere in social media it is clear you are a Company employee, or if you mention the Company, or it is reasonably clear you are referring to the Company or a position taken by the Company, and you express a political opinion or an opinion regarding the Company's positions or actions, the post must specifically note that the opinion expressed is your personal opinion and not the Company's position. This is necessary to preserve the Company's good will in the marketplace.
- Protect confidential information. Do not post anything that would violate the Company's confidentiality policy and/or any confidentiality agreement to which you have signed.
- No threats, harassment or similar conduct. Do not make comments or otherwise communicate about coworkers, managers, the Company, clients, Company vendors or suppliers in a manner that is obscene, threatening, intimidating, harassing, defamatory, libelous or discriminatory on the basis of any legally recognized protected basis under federal, state, or local laws, regulations or ordinances. The Company's anti-harassment policy applies to social media usage. In addition, do not disparage a client or maliciously disseminate false information about a client.
- Protect yourself. You may be responsible for any material, content or links posted by other parties on your personal blog. Respect the laws regarding copyrights, trademarks, rights of publicity other third-party rights. To minimize the risk of a copyright violation, provide references to the source(s) of information you use and accurately copyrighted works you identify in your online communications. The Company will not be held responsible or liable for any actions or conduct of its employees on an employee's personal social media account that results in any action of defamation, libel, slander, any other tort or alleged breach of any intellectual property law or agreement.
- Interact on your time. While on working time, employees should focus on their job duties and not use of social media unless it is in furtherance of an employee's assigned job duties.
- Most websites, including Facebook, Twitter, and others, have rules concerning the use and activity conducted on their sites. These are sometimes referred to as "Terms of Use." You must follow the established terms and conditions of use that have been established by the venue and not do anything that would violate those rules.

Do not post any information or conduct any online activity that may violate applicable local, state or federal laws or regulations. Any conduct which under the law is impermissible if expressed in any other form or forum is impermissible if expressed through social media.

**Section 3.12. Personal Relationships.** The Company respects the right of all individuals to develop and engage in personal relationships of their own choice. However, romantic or intimate relationships between a manager and a subordinate employee, real or perceived, may create an unreasonable possibility of favoritism, conflict of interest, conflict of personality, claims of sexual harassment and serious problems in the working environment in general.

It is, therefore, the Company's policy that romantic, dating, or intimate relationships between a manager and a subordinate employee (defined here as dating or engaging in sexual relations-either real or perceived) are prohibited, regardless of whether the Employee is in the manager's department.

To avoid the appearance of any conflict of interest, influence or favoritism, and to ensure objectivity in the workplace, the Company prohibits personal relationships (e.g., romantic or dating relationships, cohabitation, marriage or otherwise becoming related) between employees in a reporting relationship or where one employee in the relationship is in a position to influence the other's employment through decisions, recommendations or judgments related to such matters as the day to day operations, work allocation, performance appraisals, compensation, etc.

If a personal relationship develops between those in a reporting relationship, the employees must disclose the relationship immediately to the branch manager, who will work to devise a solution. The Company reserves the right to make such employment decisions as are necessary to ensure that the risks enumerated above attendant to the relationship will not occur. Continued employment may be possible provided that no direct reporting relationship remains or if the relationship does not otherwise create a potential conflict of interest or appearance of favoritism. In situations where it is not possible to eliminate a real or perceived conflict of interest, a transfer, schedule change, requiring the parties to acknowledge in writing the voluntariness of any such relationship, and/or change in reporting relationship or termination of employment may be required. Any failure to disclose personal relationships between employees in a reporting relationship may result in corrective action, up to and including termination of employment.

**Section 3.13. California Consumer Privacy Act ("CCPA") – Employee/APPLICANT Notice**

This notice describes the categories of personal information ("PI") collected by the Company and the purposes for which Consumer PI may be used. We are providing this notice to you in accordance with California Civil Code Sec. 1798.100(b).

<b>Categories of Personal Information Collected</b>
<u>Identifiers and Contact information.</u> This category includes names, addresses, telephone numbers, mobile numbers, email addresses, dates of birth, Social Security numbers, driver's license or state identification numbers, bank account information, and other similar contact information and identifiers.

Protected classification information. This category includes characteristics of protected classifications under California or federal law.

Commercial information. This category includes records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

Internet or other electronic network activity information. This category includes without limitation:

- all activity on the Company's information systems, such as internet browsing history, search history, intranet activity, email communications, social media postings, stored documents and emails, usernames and passwords
- all activity on communications systems including phone calls, call logs, voice mails, text messages, chat logs, app use, mobile browsing and search history, mobile email communications, and other information regarding an Employee's use of company-issued devices

Geolocation data. This category includes GPS location data from company-issued mobile devices and company-owned vehicles.

Audio, electronic, visual, thermal, olfactory, or similar information. This category includes, for example, information collected from cameras and similar devices, and/or thermometers.

Biometric information. This category includes fingerprint scans and related information, and certain wellness metrics.

Professional and employment-related information. This category includes without limitation:

- data submitted with employment applications including salary history, employment history, employment recommendations, etc.
- background check and criminal history;
- work authorization
- fitness for duty data and reports
- symptoms and other indicators of exposure to COVID-19
- travel information and information regarding close contacts
- performance and disciplinary records
- salary and bonus data
- benefit plan enrollment, participation, and claims information
- leave of absence information including religious and family obligations, physical and mental health data concerning employee/applicant and his or her family members

Education information. This category includes education history.

Inferences drawn from the PI in the categories above.

## Purposes Personal Information is Used

- Collect and process employment applications, including confirming eligibility for employment, background and related checks, checks regarding fitness for duty, onboarding, and related recruiting efforts
- Processing payroll and employee benefit plan and program design and administration including enrollment and claims handling, and leave of absence administration
- Maintaining personnel records and record retention requirements
- Communicating with employees/applicants and/or employees' emergency contacts and plan beneficiaries
- Complying with applicable state and federal labor, employment, tax, benefits, workers compensation, disability, equal employment opportunity, workplace safety, and related laws, guidance, or recommendations
- Preventing unauthorized access to, use, or disclosure/removal of the Company's property, including the Company's information systems, electronic devices, network, and data
- Ensuring and enhancing employee productivity and adherence to the Company's policies
- Investigating complaints, grievances, and suspected violations of Company policy
- Design, implement, and promote the Company's diversity and inclusion programs
- Facilitate the efficient and secure use of the Company's information systems
- Ensure compliance with Company information systems policies and procedures
- Improve safety of employees, applicants, customers and the public with regard to use of Company property and equipment
- Improve efficiency, logistics, and supply chain management
- Improve accuracy of time management systems
- Evaluate an individual's appropriateness for a particular position at the Company, or promotion to a new position
- Customer engagement and other legitimate business purposes

To carry out the purposes outlined above, the Company may share information with third parties, such as background check vendors, third-party human resources and information technology vendors, outside legal counsel, and state or federal governmental agencies. The Company may add to the categories of PI it collects and the purposes for which it uses PI. In that case, the Company will inform you.

If you have questions about this notice, you may call Barry Hack.

## ARTICLE 4 – BENEFITS

**Section 4.1. Benefits Overview.** The Company offers a number of benefits to its eligible employees. These benefits include insurance benefits and other benefits, such as sick leave. This Handbook briefly describes some of those benefits. Of course, this information is only guidance.

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

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

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

Questions regarding benefits may be directed to Barry Hack.

**Section 4.2. Health Insurance.** The Company provides health insurance to eligible employees in accordance with and to the extent required by applicable federal law.

**Section 4.3. Workers' Compensation.**

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

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

Workers' compensation is solely a monetary benefit and not a leaves of absence, unless otherwise provided by applicable law. For information regarding leaves of absence that may be available while receiving these benefits, please refer to the leaves of absence policies and/or contact your branch manager or Barry Hack.

**Section 4.4. Paid Family Leave Benefits.** An employee who is off work: (i) to care for a child, parent, spouse, registered domestic partner, parent-in-law, grandparent, grandchild, or sibling, with a serious health condition; (ii) to bond with a minor child within the first year of the child's birth or placement in connection with foster care or adoption; or (iii) to participate in a qualifying exigency related to the covered active duty or call to covered active duty of the employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States, may be eligible to

receive benefits through the California “Paid Family Leave” (“PFL”) program, which is administered by the Employment Development Department (“EDD”).

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

Employees who need to take time off work for any of the reasons set forth above may contact their branch manager or Barry Hack for information about the EDD’s PFL program and how to apply for benefits. Employees also may contact their local EDD office for further information. Employees should maintain regular contact with their branch manager while absent from work so we may monitor employees’ return-to-work status. In addition, employees should contact their branch manager when ready to return to work so we may determine what positions, if any, are open.

When an employee applies for PFL benefits, the branch manager or Barry Hack will determine if the employee has any accrued but unused paid time off, other than sick time, available.

Employees taking time off work for any of the reasons set forth above are not guaranteed job reinstatement unless they qualify for such reinstatement under federal or California family and medical leave laws. Any time off for Paid Family Leave purposes will run concurrently with other leaves of absence, such as Family and Medical Leave/California Family Rights Act Leave, if applicable. Please see the “Family and Medical Leave/California Family Rights Act” policies for eligibility requirements.

#### **Section 4.5. California Paid Sick Leave**

**Eligibility.** Pursuant to the Healthy Workplaces, Healthy Families Act, the Company provides paid sick leave to employees who work for the Company in California for thirty (30) or more days within a year.

**Accrual.** Employees begin accruing paid sick leave at the start of employment. Paid sick leave will accrue at the rate of one (1) hour for every thirty (30) hours worked, up to a maximum accrual of six (6) days or forty-eight (48) hours. Employees who are exempt from overtime pursuant to the executive, administrative, and professional exemptions under California law are assumed to work forty (40) hours in each workweek unless their normal workweek is less than forty (40) hours, in which case paid sick leave accrues based upon that normal workweek. For purposes of this policy, the year is the consecutive 12-month period beginning on January 1<sup>st</sup> and ending on December 31<sup>st</sup>.

**Usage.** Employees can use accrued paid sick leave beginning on the 90<sup>th</sup> day of employment. Paid sick leave must be used in a minimum increment of two (2) hours. An exempt employee may use up to five (5) days or forty (40) hours of paid sick leave in any year. A non-exempt employee may use up to three (3) days or twenty-four (24) hours of paid sick leave in any year.

Paid sick leave may be used for the following reasons:

- 1) For diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee’s family member; or

- 2) For an employee who is a victim of domestic violence, sexual assault, or stalking:
  - a) To obtain or attempt to obtain a temporary restraining order, restraining order, or other injunctive relief;
  - b) To help ensure the health, safety, or welfare of the victim or the victim's child;
  - c) To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
  - d) To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;
  - e) To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or
  - f) To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

For purposes of this policy, "family member" means a child (including biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, all regardless of age or dependency status); spouse; registered domestic partner; parent (including 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 in loco parentis when the employee was a minor child); grandparent; grandchild; or a sibling.

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

Employees will be notified of their available paid sick leave on each itemized wage statement.

**Notice.** Notice to your branch manager or Barry Hack may be given orally or in writing. If the need for paid sick leave is foreseeable, the employee must provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee must provide notice of the need for the leave as soon as practicable.

**Payment.** Eligible employees will receive payment for paid sick leave, at the same wage as the employee normally earns during regular work hours, unless otherwise required by applicable law, by next regular payroll period after the leave was taken. Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

**Carryover & Payout.** Accrued paid sick leave carries over from year to year, but is subject to the maximum accrual (accrual cap) of six (6) days or forty-eight (48) hours. Once the accrual cap is reached, paid sick leave will stop accruing until some paid sick leave is used. Accrued but unused paid sick leave under this policy will not be paid at separation.

**Enforcement & Retaliation.** Retaliation or discrimination against an employee who requests paid sick leave or uses paid sick leave, or both, is prohibited, and employees may file a complaint with the Labor Commissioner against an employer who retaliates or discriminates against the employee.

If employees have any questions regarding this policy, they should contact your branch manager or Barry Hack.

## **ARTICLE 5 –LEAVES OF ABSENCE**

**Section 5.1. Jury Duty.** The Company encourages employees to fulfill their civic responsibilities by serving jury duty when required. The Company shall comply with applicable state law pertaining to jury duty. Employees must show the jury duty summons to their HFP supervisor as soon as possible in advance so that the supervisor may make arrangements to accommodate their absence. Employees should keep their HFP supervisor informed of the expected length of jury duty service and are expected to report for work whenever the court schedule permits.

**Section 5.2. Leave for Victims of Crime or Abuse (Including Domestic Violence, Sexual Assault, or Stalking).** Employees who are victims of a crime or abuse, including domestic violence, sexual assault, or stalking, may take up to twelve (12) weeks of unpaid leave in any 12-month period for the following reasons:

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

Employees are covered as victims and entitled to leave under this policy if they are:

- a victim of stalking, domestic violence or sexual assault;
- a victim of a crime that caused physical injury or that caused mental injury and a threat of physical injury; or
- a person whose immediate family member is deceased as the direct result of a crime.

The Company may require proof of an employee's participation in these activities. Whenever possible, employees must provide the branch manager or Barry Hack reasonable notice before taking any time off under this policy.

Leave under this policy is unpaid, but if applicable, employees may substitute any accrued paid time off benefits for the unpaid leave provided under this policy. Leave under this policy does not extend the time allowable under the "Family and Medical Leave Act" Policy.

No employee will be subject to discrimination or retaliation because of the employee's status as a victim of a crime or abuse, including crime or abuse related to domestic violence, sexual assault, or stalking. Victims of crime or abuse, including crime or abuse related to domestic violence, sexual assault, or stalking, may also request other accommodations in the workplace such as implementation of safety measures.

**Section 5.3. School-Related Activities Leave.** Parents (including in loco parentis), guardians, step-parents, foster parents, or grandparents with custody of a child either (1) attending or of age to attend a licensed child care provider or (2) in kindergarten through Grade 12, are provided unpaid time off of up to forty (40) hours in one (1) calendar year) for the purpose of either of the following child-related activities:

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

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

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

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

**Section 5.4. Military Leave.** It is the policy of the Company to comply with all applicable laws regarding military leaves of absence for eligible employees. If an employee is called to active duty or to Reserve or National Guard training, the employee should provide a copy of the employee's orders to the Branch Manager as soon as possible. Upon completion of military duty, eligible employees will be reemployed by the Company in accordance with applicable federal, state, and local law.

**Section 5.5. Organ Donation Leave.** An employee who has been employed for at least 90 days may request a paid leave of absence for up to thirty (30) business days in any one-year period to undergo a medical procedure to donate an organ to another person. An employee can request an

additional 30 days of unpaid leave in any one-year period for this same purpose. Employees must provide a certification from their physician regarding the purpose and length of each leave requested. The one-year period is measured from the start of the leave.

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

**Section 5.6. Bone Marrow Donation Leave.** An employee may who has been employed for at least 90 days request a leave of absence for up to five (5) business days in any one-year period to undergo a medical procedure to donate bone marrow. The one-year period is measured from the start of the leave. Employees must provide a certification from their physician regarding the purpose and length of each leave requested. If accrued vacation is not available, the time off for such procedure shall be paid, but the paid time off shall not exceed five days. Bone marrow donation leave will not be designated as FMLA or CFRA leave time. Employees will receive health benefits for the duration of their Bone Marrow Donation Leave as if they were working. Upon returning from such leave, employees will have a right to return to the same or equivalent positions they held before such leave. Absences due to bone marrow donation leave do not count as a break in service for the purpose of the employee's right to salary adjustments, sick leave, vacation and paid time off or seniority.

**Section 5.7. Pregnancy Disability Leave.** Employees who are disabled by pregnancy, childbirth or related medical conditions are eligible to take a pregnancy disability leave ("PDL"). If affected by pregnancy or a related medical condition, employees also are eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated. Employees disabled by qualifying conditions may also be entitled to other reasonable accommodations where doing so is medically necessary. In addition, if it is medically advisable to take intermittent leave or work a reduced leave schedule, the Company may require a temporary transfer to an alternative position with equivalent pay and benefits that can better accommodate recurring periods of leave.

**Reasons for Leave.** PDL is for any period(s) of actual disability caused by the employee's pregnancy, childbirth, or related medical condition. Time off needed for prenatal or postnatal care; severe morning sickness; doctor-ordered bed rest; gestational diabetes; pregnancy-induced hypertension; preeclampsia; childbirth; postpartum depression; loss or end of pregnancy; or recovery from childbirth or loss or end of pregnancy are all covered by this PDL policy.

**Duration of Leave.** An employee is entitled to up to four (4) months of PDL, per pregnancy, while disabled by pregnancy, childbirth or a related medical condition. PDL does not need to be taken in one continuous period of time, but can be taken on an intermittent basis pursuant to the

law. For purposes of this policy, “four months” means time off for the number of days the employee would normally work within the four calendar months (one-third of a year, or 17.3 weeks or 122 days) following the commencement date of taking a pregnancy disability leave. For a full time employee who works five (5) 8-hour days per week (forty hours per week), “four months” means 88 working and/or paid 8-hour days (693 hours of leave entitlement), based on an average of 22 working days per month for 17.3 weeks in four months times forty hours per week. Employees working a part-time schedule will have their PDL calculated on a pro-rata basis.

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

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

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

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

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

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

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

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

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

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

Taking PDL may impact certain of your benefits and your seniority date. For more information regarding eligibility for a leave and the impact of the leave on seniority and benefits, please contact your branch manager or Barry Hack.

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

**Section 5.8. California Family Rights Act** As an employee, you may be entitled to a leave of absence under the California Family Rights Act (“CFRA”). This policy is intended to provide you with information concerning CFRA entitlements and obligations you may have during such leaves. If you have any questions concerning CFRA leave, please contact your branch manager or Barry Hack.

### **Eligibility**

The CFRA provides eligible employees with a right to leave, health insurance benefits, and, with some limited exceptions, job restoration. To be an “eligible employee”, you must (1) have been employed by the Company for at least 12 months (which need not be consecutive); (2) have worked for at least 1250 hours during the 12 month period immediately preceding the commencement of the leave.

### **Employee Entitlements for CFRA Leave**

#### **Basic CFRA Leave Entitlement**

The CFRA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12 month period. The 12-month period is determined by a rolling 12-month period measured backward from when an employee first uses CFRA leave. Leave may be taken for any one, or for a combination, of the following reasons:

- Bonding and/or caring for a newborn child;
- For placement with the employee of a child for adoption or foster care and to care for the newly placed child;
- To care for the employee’s spouse, registered domestic partner, child, parent (but not in-law), grandparent, grandchild, or sibling with a **serious health condition**;
- For the employee’s own **serious health condition** (excluding pregnancy) that makes the employee unable to perform one or more of the essential functions of the employee’s job; and/or

- Because of any **qualifying exigency** arising out of the fact that an employee's spouse, registered domestic partner, son, daughter, or parent is a military member on covered active duty status (or has been notified of an impending call or order to covered active duty status) in the Reserve component of the Armed Forces for deployment to a foreign country in support of a contingency operation or Regular Armed Forces for deployment to a foreign country.

A **serious health condition** is an illness, injury, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity; or continuing treatment by a health care provider, including but not limited to treatment for substance abuse. The CFRA defines "inpatient care" broadly and includes a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with inpatient care, or any period of incapacity. A person will be considered an "inpatient" when the person is formally admitted to a health care facility with the expectation that the person will remain at least overnight and occupy a bed, even if the person is ultimately discharged or transferred to another facility and does not actually remain overnight. The CFRA defines "incapacity" as the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

**Qualifying exigencies** may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty, and attending post-deployment reintegration briefings.

A leave of absence in connection with a workers' compensation injury/illness or for which an employee receives disability or State of California Paid Family Leave benefits shall run concurrently with CFRA leave.

### **Intermittent Leave and Reduced Leave Schedules**

CFRA leave usually will be taken for a period of consecutive days, weeks, or months. However, employees are also entitled to take CFRA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member. Intermittent leave can also be taken for any qualifying exigency. Intermittent or reduced work schedule leave may be taken for absences where the employee or family member is incapacitated or unable to perform the essential functions of the position because of a chronic serious health condition, even if the person does not receive treatment by a health care provider.

Employees are also eligible for intermittent leave for bonding with a child following birth or placement. Intermittent leave for bonding purposes generally must be taken in two-week increments, but the Company permits two occasions where the leave may be for less than two weeks.

## **Health Insurance Benefits**

During CFRA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued work.

## **Restoration of Employment and Benefits**

At the end of CFRA leave, employees generally have a right to return to the same or comparable positions they held before the CFRA leave. Use of CFRA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's CFRA leave.

## **Notice of Eligibility for, and Designation of, CFRA Leave**

Employees requesting CFRA leave are entitled to receive written notice from the Company telling them whether they are eligible for CFRA leave and, if not eligible, the reasons why they are not eligible. When eligible for CFRA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) the Company's designation of leave as CFRA-qualifying or non-qualifying, if not CFRA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Company will respond to a leave request within 5 business days. Once given, approval shall be deemed retroactive to the date of the first day of the leave. The Company may designate CFRA leave retroactively with appropriate notice and provided that doing so does not cause harm or injury to the employee. In other cases, the Company and employee can mutually agree that leave is retroactively designated as CFRA leave.

## **Employee Obligations for CFRA Leave**

### **Provide Notice of the Need for Leave**

Employees who take CFRA leave must timely notify the Company of their need for CFRA leave. The following describes the content and timing of such employee notices.

#### **Content of Employee Notice**

To trigger CFRA leave protections, employees must inform your branch manager or Barry Hack of the need for CFRA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting CFRA leave specifically or explaining the reasons for leave so as to allow the Company to determine that the leave is CFRA-qualifying. For example, employees might explain that:

- a medical condition renders them unable to perform the functions of their job;
- they have been hospitalized overnight;
- they expect the birth of a child;
- they or a covered family member are under the continuing care of a health care provider;
- the leave is due to a qualifying exigency cause by a military member being on covered active duty or called to covered active duty status; or
- if the leave is for a family member, that the condition renders the family member unable to perform daily activities.

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for CFRA leave under this policy. Employees must respond to the Company's lawful questions to determine if absences are potentially CFRA-qualifying.

If employees fail to explain the reasons for CFRA leave, the leave may be denied. When employees seek leave due to CFRA-qualifying reasons for which the Company has previously provided CFRA protected leave, they must specifically reference the qualifying reason for the leave or the need for CFRA leave.

#### Timing of Employee Notice

Employees must provide 30 days' advance notice of the need to take CFRA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as practicable under the circumstances. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy CFRA notice obligations, may have CFRA leave delayed or denied.

#### **Cooperating in the Scheduling of Leave**

When planning medical treatment for the employee or family member or requesting to take leave on an intermittent or reduced schedule work basis, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations. Employees must consult with the Company prior to the scheduling of treatment in order to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of the applicable health care provider. To the extent permitted by applicable law, when employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including a period of recovery from a serious health condition, the Company may temporarily transfer employees to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

#### **Submit Initial Medical Certifications Supporting Need for Leave (Unrelated to Requests for Military Family Leave)**

Depending on the nature of CFRA leave sought, employees may be required to submit medical certifications supporting their need for CFRA-qualifying leave. As described below, there generally are three types of CFRA medical certifications: an **initial certification**, a **recertification**, and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide the Company with timely, complete, and sufficient medical certifications. Whenever the Company requests employees to provide CFRA medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. The Company will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Company will delay or deny CFRA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete, and/or sufficient CFRA medical certifications.

### Initial Medical Certifications

Employees requesting leave because of their own, or a covered family member's serious health condition, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins.

If the Company has reason to doubt the validity of an initial medical certification regarding an employee's own serious health condition, it may require the employee to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final, and binding certification from a health care provider designated or approved jointly by the Company and the employee. The Company will reimburse employees for any reasonable "out of pocket" travel expenses incurred to obtain second or third medical opinions. Except in very rare circumstances, the Company will not require employees to travel outside normal commuting distance for purposes of obtaining second or third medical opinions.

### Medical Recertifications

Depending on the circumstances and duration of CFRA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification. Recertification will be requested only when the original certification has expired, and additional leave is requested.

### Return to Work Release

Unless notified that providing such certifications is not necessary, employees returning to work from CFRA leaves that were taken because of their own serious health conditions must provide the Company with a release to return to work from his or her healthcare provider stating the employee is able to resume work. An employee taking intermittent leave may be required to provide a return to work release for such absences up to once every 30 days if reasonable safety concerns exist regarding the employee's ability to perform his or her duties. The Company may delay and/or deny job restoration until employees provide return to work releases.

### **Submit Certifications Supporting Need for Military Family Leave**

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, the Company may require employees to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to active duty status and the dates of the military member's covered active duty service and, 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

### **Reporting Changes to Anticipated Return Date**

If an employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the Company with reasonable notice (i.e., within 2 business days) of the employee's changed circumstances and new return to work date. If employees give the Company unequivocal notice of their intent not to return to work, they will be considered to have voluntarily resigned and the Company's obligation to maintain health benefits (subject to COBRA requirements) and to restore their positions will cease.

### **Substitute Paid Leave for Unpaid CFRA Leave**

Employees are required to substitute accrued paid time while taking an unpaid CFRA leave as follows:

- If an employee requests CFRA leave because of their own serious health condition (excluding absences for which employees are receiving workers' compensation or short-term disability benefits), they must first substitute any accrued paid vacation or sick leave for unpaid family/medical leave.
- If an employee requests CFRA leave to care for a covered family member with a serious health condition or bond with a newborn child, they must first substitute any accrued paid vacation for unpaid family/medical leave. Once vacation is exhausted, upon written request of an employee, they can substitute paid sick leave for unpaid CFRA leave to care for a covered family member with a serious health condition or to bond with a baby or newly placed child.

For purposes of this substitution requirement, leave is not "unpaid" during any time for which an employee is receiving compensation from the State of California under its State Disability Insurance or Paid Family Leave programs or when receiving compensation from worker's compensation. Employees will not be required to use accrued paid leave hours during any time off under this policy for which they are receiving compensation under these programs. However, where applicable and permitted by law, employees will be required to use paid leave accruals during any waiting periods applicable to these programs. Upon written request, the Company will allow employees to use accrued paid time off to supplement any paid workers' compensation, disability or Paid Family Leave benefits.

The substitution of paid time off for unpaid family/medical leave time does not extend the length of any CFRA leave and the paid time off runs concurrently with any CFRA entitlement.

### **Pay Employee's Share of Health Insurance Premiums**

As noted above, during CFRA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. If paid leave is substituted for unpaid family/medical leave, the Company will deduct employees' shares of the health plan premium as a regular payroll deduction. If CFRA leave is unpaid, employees must pay their portion of the premium by making arrangements with their branch manager or Barry Hack. The Company's obligation to maintain health care coverage ceases if an employee's premium payment is more than 30 days late. If an employee's payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date.

If employees do not return to work for at least 30 calendar days after the end of the leave period (unless employees cannot return to work because of a serious health condition or other

circumstances beyond their control) they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid CFRA leave.

### **Coordination of CFRA Leave with Other Leave Policies**

The CFRA does not affect any federal, state, or local law prohibiting discrimination, or supersede any federal, State, or local law which provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when CFRA leave is either not available or exhausted, please consult the Company's other leave policies in this Handbook.

### **Questions About CFRA Leave**

If you have questions regarding this policy, please contact Human Resources. The Company is committed to complying with the CFRA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the CFRA.

### **Section 5.9. Personal Leave**

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

Normally, personal leaves of absence are granted for a period of up to four (4) weeks. Under unusual circumstances, or as otherwise required by applicable law, a personal leave may be granted for longer periods or extended provided that a written request for an extension to management is made prior to the expiration of leave, and the request is granted. These time limitations do not apply to leaves taken for an employee's own medical reasons.

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

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

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

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

## **ARTICLE 6 – SAFETY**

**Section 6.1. Safety.** Your safety, and that of those who work with you, is one of our greatest concerns. With an alert safety attitude, you can help eliminate painful and costly accidents. You can help by:

- keeping work areas clean and clear
- reporting hazards or unsafe conditions to your supervisor
- smoking ONLY in designated areas
- reporting all injuries, however minor, to your HFP supervisor immediately
- walking and not running in all buildings
- keeping aisles clear
- Comply with all applicable Company or client safety rules and policies
- never performing a job that you feel is unsafe. Report such situations to your HFP supervisor immediately

HFP wants to safeguard its employees and Customers from injury which may result in unwanted downtime, employee retraining, and most importantly harm to our employees. The following safety rules and procedures are intended to make employees more aware of accident prevention in the workplace. Safety on the job involves all employees and our Customers. Understand and follow the rules at all work sites as well as the ones outlined below. This is the best way we as a team can avoid injuries or the injuring of others. Violation of safety rules is a serious matter and may result in immediate disciplinary action up to and including termination of employment.

Please read all Company and Customer safety rules and procedures:

1. All employees shall follow the safe practices and rules outlined on safety signs, posters and notices at all work sites.
2. Perform only those jobs HFP has authorized you to perform. If a customer directs you to perform work that does not match the work description assigned, or at a location different than the one you were assigned, you should immediately tell your supervisor.
3. Operate only the equipment on which you are trained to use. Before using any equipment, make sure that you know how to use it safely. Do not use the equipment if it would be unsafe to do so.
4. Suitable clothing and footwear must be worn at all times, Personal Protective equipment (safety glasses, hard hats, gloves, boots, and respirators) shall be worn whenever applicable.

5. Use only safe tools and equipment. All broken or damaged equipment may be unsafe and must not be used. This equipment should be reported to management immediately.
6. Employees shall be alert to see that all protective devices (guards) are in proper place, are adjusted properly, and are functioning properly.
7. Know the potential hazards associated with chemical substances and how to protect yourself before handling chemicals.
8. Only trained and authorized personnel shall drive a forklift.
9. To work safely, your full attention is required. Therefore, food and beverages may only be consumed in designated areas.
10. To prevent fires, smoking is not allowed. Anyone found smoking while on company premises or at a Customer location when not in a designated smoking area will be disciplined, up to and including termination.
11. No one shall be permitted to work while the employee's ability or alertness is so impaired by fatigue, illness, or other causes that it might expose the employee or others to injury.
12. All employees shall not handle or tamper with any electrical equipment, machinery, or air or water lines in a manner not within the scope of their duties, unless they have received specific instructions and training.
13. Personal belongings such as purses, backpacks, lunch totes, jackets, etc. are not allowed in designated working areas.
14. If using machinery, all employees must remove all jewelry or loose clothing that could possibly get caught in a machine.

**Section 6.2. Accidents on Company Premises.** Any accident that occurs on Company or a client's premises, should be reported immediately to your HFP supervisor or the Branch Manager. For your own safety and the safety of our clients, please do not attempt to give medical aid to an injured guest or fellow employee unless you have been trained to do so. Seek the assistance of a supervisor and call 911 if warranted.

If an employee is injured on the job, he or she may be entitled to worker's compensation benefits. If you are injured while working, please report it immediately to your HFP supervisor, no matter how minor the injury may be. Failure to timely report workplace injuries or illnesses may result in a denial or delay of workers' compensation benefits.

**Section 6.3. Workplace Violence Prevention.** We are strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to Company property. We specifically discourage employees from engaging in any physical confrontation with a violent or potentially violent individual. However, we do expect and encourage

employees to exercise reasonable judgment in identifying potentially dangerous situations and informing management accordingly.

Threats, threatening language or any other acts of aggression or violence made toward or by any employee or client's employee will not be tolerated. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, attempts to intimidate or to instill fear in others, menacing gestures, bringing weapons to the workplace, stalking, pushing or shoving, moving toward or "crowding" another individual in a threatening manner, intentional destruction of property, vandalism, arson, sabotage or any other hostile, aggressive, violent, injurious and/or destructive actions undertaken for the purpose of domination or intimidation. Weapons are prohibited on Company premises unless such prohibition is restricted by applicable law.

We specifically discourage employees from engaging in any physical confrontation with a violent or potentially violent individual. For everyone's protection, it is important for the Company to be aware of any potential danger in our workplace. All potentially dangerous situations including threats by co-workers should be reported immediately to an HFP supervisor, or to any other member of management with whom you feel comfortable. Reports of threats may be made anonymously. All threats will be promptly investigated. If an investigation confirms that threat of a violent act or violence itself has occurred, the Company will take appropriate corrective action. No employee will be subject to retaliation, intimidation, or discipline as a result of reporting a threat under this policy.

If more immediate action is needed, call 911 and/or law enforcement immediately and take all prudent steps to avoid harm to yourself, co-workers and others. Do not place yourself in peril. If you see or hear a commotion or disturbance near your work, do not try to intercede or observe what is happening. Employees are asked to know and to follow all established emergency plans and procedures, and to ask their manager any questions they may have about such procedures.

**Section 6.4. Personal Belongings.** The Company will not be responsible or liable for any personal property of an individual that is lost, stolen, or damaged. The responsibility for safeguarding, replacing, or repairing personal property lost, stolen, or damaged while on Company or a client's premises is that of the employee. Further, employees have no expectation of privacy while on Company or client's premises and the Company reserves the right to search desks, lockers, and personal belongings. Consequently, we encourage employees not to bring personal property to work.

**Section 6.5. Searches of Packages and Property.** To protect employees from theft and workplace violence, and to enforce Company policy prohibiting possession or use of drugs or alcohol on its premises, the Company or its clients may at any time inspect any packages or containers entering or being removed from the Company's or Client's property by employees. Likewise, to the extent permitted by applicable law, the Company reserves the right to search employees and their personal property (e.g., vehicles, personal cell phone and smart phone devices, clothing, packages, purses, brief cases, lunch boxes, or other containers brought onto Company premises) when there is reason to believe Company policy is being violated. Employees are expected to cooperate in the conduct of such searches.

The Company and/or a client may provide property to employees for their use (e.g., Company vehicles, desks, file cabinets, employee lockers, etc.). Searches of Company facilities and property, including Company property in the possession of the employee, may be conducted at any time by

the Company or its client and such searches do not have to be based upon reason to believe Company policy is being violated. Employees may not withhold permission for the Company or a client to search Company or client-supplied property including but not limited to desks, lockers, tool boxes, lockers, and Company vehicles.

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

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

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Employee Signature

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Print Name

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Date

## **EMPLOYEE HANDBOOK ACKNOWLEDGEMENT FORM**

I acknowledge that I have received a copy of HFP's Employee Handbook ("Handbook"), and I understand that it is my responsibility to read and comply with all of the policies and procedures set forth in the Handbook. I understand that I am expected to behave in a manner consistent with the policies and procedures set forth in this Handbook.

I understand that the Handbook contains important information on the current policies and practices of HFP and the provisions contained in this Handbook are descriptive only. I understand that this Handbook does not create an employment contract with any employee, either express or implied. I further understand that no provision of this Handbook is to be construed as a guarantee of employment for any specific period of time or any particular duration, and that no provision of this Handbook alters my status as an at-will employee of HFP.

I understand that HFP has developed the provisions of this Handbook in its sole discretion. I also understand that the policies and procedures described in this Handbook are continually evaluated and that, from time to time, HFP may choose to change, add, and/or delete any section of this Handbook or HFP policies with or without notice to me unless otherwise required by applicable law.

Finally, I understand that it is my responsibility to ask for clarification from my HFP supervisor or a manager of HFP on any item in this Handbook about which I have questions or do not understand.

I have been informed that this signed acknowledgment form will be kept in my personnel file as proof that I have been notified of the policies, rules and benefits of HFP.

Employee's Signature: \_\_\_\_\_

Employee's Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_