

# Employee Handbook

## Gordon Prill



**Gordon Prill, Inc. | [www.GordonPrill.com](http://www.GordonPrill.com)**  
**310 E Caribbean Drive | Sunnyvale CA 94089**

**S:\Employment\Employee Handbook**

# TABLE OF CONTENTS

	<u>Page #</u>
A. INTRODUCTION .....	1
B. EMPLOYMENT POLICY – AT-WILL EMPLOYMENT .....	1
C. EQUAL EMPLOYMENT OPPORTUNITY AND DISCRIMINATION POLICY .....	2
D. EQUAL PAY ACT .....	4
E. PAY TRANSPARENCY POLICY STATEMENT .....	5
F. POLICY AGAINST ABUSIVE CONDUCT .....	6
G. POLICY AGAINST HARASSMENT .....	7
H. COMPLAINT PROCEDURE .....	9
I. EMPLOYMENT ELIGIBILITY VERIFICATION COMPLIANCE POLICY .....	10
J. PERSONNEL AND MEDICAL RECORDS .....	11
K. REQUIREMENTS FOR EMPLOYMENT .....	12
L. DRUG AND ALCOHOL POLICY .....	13
M. DRESS CODE .....	18
N. HOURS OF WORK.....	20
1. NORMAL .....	20
2. CALIFORNIA MEAL AND REST PERIOD POLICY.....	23
A. MEAL PERIODS.....	23
B. REST PERIODS .....	24
C. RESPONSIBILITIES .....	25
D. DISCIPLINE.....	26
3. TIME CARD (WHERE APPLICABLE).....	26
4. USE OF COMPANY CELL PHONE WHILE DRIVING.....	26
O. PUNCTUALITY AND ATTENDANCE.....	27

## Table of Contents

(continued)

P.	BENEFIT ELIGIBILITY .....	28
Q.	MEDICAL LEAVE OF ABSENCE.....	28
R.	FAMILY AND MEDICAL LEAVE ACT (“FMLA”).....	29
S.	CALIFORNIA FAMILY RIGHTS ACT (“CFRA”).....	33
T.	PREGNANCY DISABILITY LEAVE.....	37
U.	PREGNANCY ACCOMMODATION.....	40
V.	LACTATION ACCOMMODATION .....	41
W.	FAMILY MILITARY LEAVE.....	42
X.	DOMESTIC VIOLENCE, SEXUAL ASSAULT, STALKING VICTIMS LEAVE.....	43
Y.	TIME OFF FOR BONE MARROW AND ORGAN DONATION .....	44
Z.	DRUG AND ALCOHOL REHABILITATION LEAVE.....	44
AA.	TIME OFF FOR VOTING .....	45
BB.	PARENTAL ACTIVITIES LEAVE.....	45
CC.	CALIFORNIA CIVIL AIR PATROL LEAVE .....	45
DD.	VOLUNTEER CIVIL SERVICE PERSONNEL .....	46
EE.	EMPLOYEE LITERACY EDUCATION ASSISTANCE.....	46
FF.	FAMILY AND SCHOOL PARTNERSHIP LEAVE.....	46
GG.	PAID FAMILY LEAVE BENEFITS .....	47
HH.	STATE DISABILITY INSURANCE (SDI).....	48
II.	LEAVE FOR VICTIMS OF CRIME .....	48
JJ.	MILITARY LEAVE.....	49
KK.	EMPLOYEE BENEFITS.....	50
1.	INSURANCE.....	50

**Table of Contents**

(continued)

2. 401(K) SPD (PLEASE SEE HUMAN RESOURCES) .....50

3. FLEXIBLE TIME OFF POLICY .....50

LL. PAID SICK LEAVE .....52

1. HOLIDAYS - (FULL-TIME EMPLOYEES ONLY) .....54

2. BEREAVEMENT LEAVE.....55

3. JURY DUTY AND WITNESS LEAVE .....56

4. OTHER BENEFITS.....57

A. WORKER’S COMPENSATION INSURANCE .....57

B. STATE UNEMPLOYMENT INSURANCE.....58

C. SOCIAL SECURITY (FICA).....58

MM. TERMINATIONS, LAYOFFS AND RECALLS .....58

NN. SAFETY .....58

OO. HOUSEKEEPING .....59

PP. TRAVEL AND BUSINESS EXPENSES .....59

QQ. STANDARDS OF CONDUCT .....60

RR. ELECTRONIC COMMUNICATIONS USAGE .....64

SS. SOCIAL MEDIA POLICY.....67

TT. WORKPLACE VIOLENCE.....73

UU. DEDICATION OF SERVICES .....75

VV. SAFE OPERATION OF VEHICLES.....75

WW. OFF-DUTY RECREATIONAL ACTIVITIES, SOCIAL, OR ATHLETIC  
FUNCTIONS .....76

XX. OFF-DUTY USE OF FACILITIES .....77

**Table of Contents**

(continued)

YY. SOLICITATION & DISTRIBUTION.....77

ZZ. CONFLICT OF INTEREST.....77

AAA. CONFIDENTIAL FILES AND INFORMATION.....78

BBB. FRATERNIZATION .....80

CCC. MOONLIGHTING .....81

DDD. INJURY AND ILLNESS PREVENTION PROGRAM (“IIPP”) .....82

EEE. HIRING OF RELATIVES.....83

FFF. COMMUNICATIONS WITH YOUR SUPERVISOR .....84

GGG. POLICY REGARDING PROPERTY, PRIVACY AND SEARCHES .....84

HHH. VIDEO SURVEILLANCE POLICY .....86

III. RETURN OF COMPANY PROPERTY .....87



# TABLE OF CONTENTS

## FORMS

AGREEMENT AND ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK

ACKNOWLEDGEMENT OF AT-WILL EMPLOYMENT

EMPLOYEE ACKNOWLEDGEMENT OF VIDEO SURVEILLANCE POLICY AND  
GLOBAL POSITIONING SYSTEM

PERSONAL LEAVE OF ABSENCE

MEDICAL LEAVE OF ABSENCE

MATERNITY LEAVE OF ABSENCE

MEAL AND REST PERIOD PREMIUM AUTHORIZATION FORM

Firmwide:99041838.1 042694.1002

# Gordon Prill, Inc.

## A. INTRODUCTION

Welcome to Gordon Prill, Inc. We are happy to have you aboard.

It is the responsibility of each employee to read and understand this booklet. If anything is not clear to you please ask for an explanation.

The Company retains the sole discretion to modify, delete from or add to this handbook, in writing, at any time. When such amendments are made, each employee will be provided with a written statement of the amendment and will be required to acknowledge they have received and read the amendment. None of these policies or procedures can be amended, altered or modified in any way by oral statements, but can only be altered by a written statement issued by authorized management personnel.

This Handbook replaces and supersedes all previous handbooks and supplements to previous handbooks distributed by the Company and takes precedence over all memoranda or oral descriptions of the terms and conditions of employment. To avoid confusion, please discard any and all handbooks and manuals you may have.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

Thank you for joining the Gordon Prill, Inc. team.

## B. EMPLOYMENT POLICY – AT-WILL EMPLOYMENT

The Company's employment policy is "at-will". Under the "at-will" policy, neither you nor the Company is committed to continuing the employment relationship for any specific term. Rather, the employment relationship will continue at will. Either side may terminate the relationship at any time, with or without cause and with or without notice. Also the Company retains the right to demote, transfer, change job duties, and change compensation or any other

terms or conditions of employment at any time with or without notice and with or without cause in its sole discretion to the extent permitted by and in accordance with applicable law. In deciding to work for the Company, or continuing to work for the Company, you must understand and accept these terms of employment. Nothing in this handbook or in any other document or statement shall limit the Company's right to change the terms and conditions of employment at any time, with or without notice or cause. No supervisor or other employee of the Company has the authority to enter into any agreement for employment for any specified period of time or to make any agreement for employment other than "at will" employment. Any requests to alter the at-will relationship must be brought to a manager's attention in writing. Only a Company principal has the authority to make an agreement altering an employee's at-will status. Such an agreement must be in writing and signed by the Company principal and expressly state that it is intended to alter the at-will employment relationship.

C. **EQUAL EMPLOYMENT OPPORTUNITY AND DISCRIMINATION POLICY**

Gordon Prill, Inc. is an equal opportunity employer and makes employment decisions and provides employment opportunities on the basis of merit, qualifications, potential and competency. We want to have the best available persons in every job. Company policy prohibits unlawful discrimination based on race, religion, (all aspects of religious belief, observances, and practices including religious dress and grooming practices), color, national origin, ancestry, sex, (including pregnancy, childbirth, breastfeeding or related medical conditions), gender, gender identity, gender expression, sexual orientation, marital status, domestic partner status, age, physical or mental disability, genetic information or genetic characteristics, medical condition, except where physical fitness is a valid occupational qualification, ethnic hairstyle, reproductive health decision-making, or any other consideration made unlawful by federal, state, or local laws. This commitment applies to all persons involved in the operations of



the Company and prohibits unlawful discrimination by any employee of the Company, including supervisors and co-workers. This policy also pertains to all of the Company's employment practices, including hiring, recruitment, promotion, training and compensation. The Company also prohibits discrimination based on the perception that anyone has any of the characteristics listed above, or is associated with a person who has or is perceived as having any of the characteristics. All such discrimination is unlawful.

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

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact any one of the principals of Gordon Prill, Inc. and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. The Company will then engage in a good faith interactive process with the employee or applicant to determine what, if any, effective accommodations can be made for the employee or applicant. The Company will conduct an investigation to identify the barriers that make it difficult for the applicant or employee to have an equal opportunity to perform his or her job. The Company will identify possible accommodations, if any, that will help eliminate the limitation. The individual with the disability should specify what job restrictions he or she has and what accommodation he or she seeks in order to perform the essential functions of the job. The Company may request that the employee's treating medical provider verify any and all work restrictions and what accommodation(s) may be needed in order to perform the essential job functions. The Company will not inquire into any employee's medical diagnosis, and asks that the employee instruct his or her physician to communicate only

information necessary to determine that he or she can perform the essential job duties and what accommodation(s) may be requested. If the accommodation is reasonable and will not impose an undue hardship or result in a direct threat, the Company will make the accommodation.

The Company will make reasonable accommodation for employees whose work requirements interfere with a religious belief or observance, including religious dress and grooming practices, unless doing so poses undue hardship on the Company. Employees requiring a religious accommodation should notify a manager and submit a written request. Upon receipt of the request, the Company will engage the employee in an interactive process to determine what, if any, reasonable accommodations exist.

In support of our equal employment opportunity principle, the Company has developed written affirmative action plans for women, minorities, individuals with disabilities, and covered veterans. The Company's EEO/AA Officer is the Company's HR & Facilities Coordinator, at the Company's facility located at 310 E. Caribbean Drive, Sunnyvale CA 94089 or 408-874-5745. The EEO/AA Officer is responsible for compliance with state and federal EEO laws and affirmative action regulations. The EEO/AA Officer is also responsible for implementing the Company's affirmative action plan, including equal employment practices, monitoring, and internal reporting. If you believe you have not been treated in accordance with this policy, please contact the EEO Officer. Our plan for Veterans and the Disabled is available to you in the EEO/AA Officer's office during regular office hours or by appointment. All employees and applicants for employment are protected, by both Company policy and equal employment opportunity/affirmative action regulations and law, from coercion, intimidation, interference, or discrimination for filing a complaint or assisting in an investigation.

D. **EQUAL PAY ACT**

The Company strives to pay employees fair and equal wages. The Company complies fully with the Equal Pay Act, which prohibits an employer from paying any of its

employees wage rates that are less than what it pays employees of the opposite sex, or of another race, or of another ethnicity for substantially similar work, when viewed as a composite of skill, effort, and responsibility, and performed under similar working conditions. Pay differential may be based on seniority, merit, productivity, or a bona fide factor other than sex, race, or ethnicity. The Company will not pay wages to any employee at a rate less than the employees of a different sex, and/or a different race, or ethnicity for work that is substantially equivalent, other than for the reasons set above or for any other legally complaint reason. If employees believe that they are not receiving equal pay in accordance with this policy, they should contact their supervisor. Employees who inquire or complain about equal pay will not be retaliated against in any way.

E. **PAY TRANSPARENCY POLICY STATEMENT**

The Company will not prohibit you from disclosing your own wages; discussing the wages of others; or inquiring about another's wages. Employees will also not be required to sign a waiver or other document that proposes to deny you the right to disclose the amount of your wages.

The Company will not discharge, formally discipline, or otherwise discriminate or retaliate against an employee for disclosing the amount of your wages.

However, employees who have access to or knowledge of the private compensation information of other employees as a part of their role and essential job functions may not disclose that information to individuals who do not otherwise have access to it, unless the disclosure is in response to a formal complaint or charge; part of an investigation, proceeding, hearing, or action, including an investigation conducted by the Company; or consistent with the legal duty of the Company to furnish information.

If an employee believes that they have been discriminated or retaliated against in violation of this policy, they should immediately report their concerns to a manager or the Human Resources Manager.

Nothing in this policy will be enforced to interfere with, restrain or coerce, or retaliate against employees regarding their rights under the National Labor Relations Act.

F. **POLICY AGAINST ABUSIVE CONDUCT**

The Company defines bullying as “repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment.” The Company will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined up to and including termination.

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully may be irrelevant and will normally not be given consideration when determining an appropriate response, including discipline. As with harassment, it is the effect of the behavior upon the individual that is important. The Company considers the following types of behavior to be some non-exhaustive examples of bullying:

- Verbal bullying: Slandering, ridiculing or maligning a person or his/her family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks; excessive “prank” jokes or teasing of an employee.
- Physical bullying: Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage to a person’s work area or property.
- Gesture bullying: Nonverbal threatening gestures or glances that convey threatening messages.
- Performance bullying: Unwarranted or invalid criticism; blame without factual justification; excessive performance monitoring ; sabotage of a co-worker’s work product or undermining of an employee’s work performance.

- Exclusion: Socially or physically excluding or disregarding a person in work-related activities; and being treated differently than the rest of your work group.
- General: Any other conduct that a reasonable person would find hostile, offensive, threatening, intimidating, and/or humiliating and unrelated to the Company's legitimate business interests.

The Company considers workplace bullying unacceptable, and will not tolerate it under any circumstances. Managers and supervisors assume the responsibility to ensure employees are not bullied. Any employee who bullies a co-worker will be subject to disciplinary action, up to and including termination of employment.

The Company encourages all employees to report workplace bullying to a member of management with whom you are comfortable speaking, or directly to any member of Human Resources. All complaints of workplace bullying will be treated seriously and investigated promptly. In the investigation process, the Company will attempt to maintain confidentiality to the extent possible. It is a violation of company policy to retaliate or otherwise victimize an employee who makes a complaint or a witness who serves in the investigation of the workplace bullying allegation.

Furthermore, the Company prohibits abusive conduct in the workplace. "Abusive conduct" includes workplace conduct that a reasonable person would find hostile, offensive, and unrelated to the Company's legitimate business interests. It may also include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance.

#### G. **POLICY AGAINST HARASSMENT**

Gordon Prill, Inc. is committed to providing a work environment free of unlawful harassment. Company policy prohibits harassment race, religion, (all aspects of religious belief,

observances, and practices including religious dress and grooming practices), color, national origin, ancestry, sex, (including pregnancy, childbirth, breastfeeding or related medical conditions), gender, gender identity, gender expression, sexual orientation, marital status, domestic partner status, age, physical or mental disability, genetic information or genetic characteristics, medical condition, except where physical fitness is a valid occupational qualification, ethnic hairstyle, reproductive health decision-making, or any other basis protected by federal, state, or local law, ordinance or regulation. ALL SUCH HARASSMENT IS UNLAWFUL.

Gordon Prill, Inc.'s anti-harassment policy applies to all persons involved in the operation of Gordon Prill, Inc. and prohibits unlawful harassment by any employee of Gordon Prill, Inc., including supervisors and co-workers. Gordon Prill, Inc.'s policy also prohibits harassment of employees by non-employees, such as clients, vendors, independent contractors, and other third parties.

Prohibited unlawful harassment includes, but is not limited to, the following behavior:

- a. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
- b. Visual conduct such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
- c. Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis;
- d. Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors;
- e. Threats and intimidation that include physical acts or verbal threats of assault that threaten other co-worker's sense of safety in the work environment; and



- f. Retaliation for having reported or threatened to report harassment.

Sexual harassment warrants special emphasis and will not be tolerated by the Company. Sexual harassment may take various forms. It may include behavior listed above with a sexual connotation, but also includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

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

The Company prohibits use of the computers, e-mail system, voice mail system, cell and video phones and any other electronic media in ways which are offensive to others, or are otherwise discriminatory, harassing or obscene, or for any other purpose which is illegal, against company policy or not in the best interest of the Company. For example, the display or transmission of sexually explicit images, jokes, messages, and cartoons is prohibited. Other such misuse of electronic media includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment, discrimination or showing disrespect for others. Any such use of the computers, e-mail system, voice mail system or other electronic media will be considered a violation of the Company Policy Against Harassment.

#### H. **COMPLAINT PROCEDURE**

Employees who believe they have been subjected to conduct in violation of the policies detailed above, and/or have witnessed or are aware of violations of the Company's EEO and anti-harassment policy, are requested and encouraged to promptly report such violations to

their supervisor and/or any member of Human Resources. Employees are not required to complain directly to their immediate supervisor and may speak with any supervisor or any member of Human Resources about their concerns. Any supervisor who receives a complaint of conduct that violates the Company's policies detailed above must report it immediately to a member of Human Resources in order to aid in internal resolution of the claim.

The Company will promptly review, thoroughly and fairly investigate complaints, and take such action as is warranted under the circumstances. While the Company cannot guarantee absolute confidentiality, the employee's identity and report will be kept as confidential as reasonably possible in order for the Company to investigate the complaint.

If it is determined that evidence of a violation exists, the Company will take prompt remedial action as warranted by the circumstances. This action may include disciplinary action, up to and including immediate termination.

The Company strictly prohibits retaliation against any employee who brings a complaint of harassment or discrimination to the attention of management or who participates in any workplace investigation.

The federal Equal Employment Opportunity Commission (EEOC) and the California Civil Rights Department (CRD) also investigate and prosecute complaints of prohibited harassment and retaliation. If you think you are the victim of discrimination, harassment or retaliation, you may file a complaint with the appropriate agency. Contact information for the EEOC or the California CRD can be found at [www.eeoc.gov](http://www.eeoc.gov) and [www.calcivilrights.ca.gov](http://www.calcivilrights.ca.gov), respectively. For additional information, the Company has a brochure on sexual harassment which is available to all employees, and the CRD's sexual harassment online training courses are available at <https://www.calcivilrights.ca.gov/shpt/>.

I. **EMPLOYMENT ELIGIBILITY VERIFICATION COMPLIANCE POLICY**

In compliance with the Immigration Reform and Control Act of 1986 ("IRCA") and any other applicable federal, state, or local laws, the Company is committed to employing only those who are authorized to work in the US and will not discriminate on the basis of national origin or citizenship in hiring, recruiting, or terminating employees.

Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present acceptable documentation authorized by USCIS proving identity and employment authorization no later than the third day after starting employment.

J. **PERSONNEL AND MEDICAL RECORDS**

The information recorded in your personnel file is extremely important to you and to Gordon Prill, Inc. It is your responsibility to make sure that the personal data in the file is accurate and up-to-date. Please report any change in address, phone number, etc., to the office manager immediately. You have the right to inspect or receive a copy of the personnel records that Gordon Prill, Inc. maintains relating to your performance or to any grievance concerning you. Certain documents may be excluded and some information may be redacted from your personnel file by law. There are legal limitations on the number of requests that can be made. Any requests to inspect or copy personnel records must be made in writing to the Human Resources Department.

You may designate a representative to conduct the inspection of the record or to receive a copy of the records. However, any designated representative must be authorized by you in writing to inspect or receive a copy of the records. Gordon Prill, Inc. may take reasonable steps to verify the identity of any representative you designate to inspect or receive a copy of your personnel records.

The personnel records may be made available to you either at the place where you work or at a mutually agreeable location (with no loss of compensation for going to that location to inspect or copy the records). The records will be made available no later than thirty (30) calendar

days from the date Gordon Prill, Inc. receives your written request to inspect or copy your personnel records. You will be charged the actual cost of any documents you request copies of.

Only a principal representative is authorized to release information about current or former employees. Disclosure of personnel information to outside sources will be limited; however, the Company will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting investigations.

Health/medical records are not included in your personnel file. These records are confidential. The Company will safeguard them from disclosure and will divulge such information only as follows:

1. As allowed by law;
2. To the employee's personal physician upon written request or permission of the employee; or
3. As required for workers' compensation cases.

**K. REQUIREMENTS FOR EMPLOYMENT**

The following are requirements for new and/or continued employment with Gordon Prill, Inc.:

1. Must have a valid Social Security Number;
2. Must complete a W-4 form;
3. Must be able to perform the essential functions of the job with or without accommodation;
4. Must have appropriate documentation establishing authorization to work in the United States in compliance with state and federal law.
5. Insurability - All employees must remain insurable under Gordon Prill, Inc.'s general liability insurance policy. If any employee is declared uninsurable by Gordon Prill, Inc.'s insurance company, the employee will

immediately be considered ineligible for further employment and will be considered to have voluntarily terminated his/her employment as of the date of notification by the insurance company of un-insurability.

6. Drug and Alcohol Program - Gordon Prill, Inc. reserves the right to require drug and/or alcohol testing of any applicant or employee to the extent permitted by and in accordance with applicable law. The testing program supplements other means, such as personal observation, by which the use of drug and alcohol can be detected.
7. Prospective employees who will be required to drive **either their own personal vehicle or Company vehicles** for Company business will provide the Company with current and acceptable motor vehicle driving information. Employment and assignment will be conditional pending the receipt of a satisfactory report from the State of California, Department of Motor Vehicles. (DMV). Employees who drive either their own personal vehicle or Company vehicles as a part of their employment will be required to provide periodic updated reports from DMV.
8. Must maintain a valid State of California driver's license if your position requires you to drive and at least the minimum auto insurance as required by California law if using your personal vehicle for Gordon Prill, Inc. business. The Company retains the right to transfer to an alternative position, suspend or terminate an employee whose license is revoked, who fails to maintain personal automobile insurance coverage or who is uninsurable under the Company's policy.

L. **DRUG AND ALCOHOL POLICY**

The Company has a vital interest in maintaining safe, healthful, and efficient working conditions for its employees, clients, and visitors. Being under the influence or unauthorized use of controlled substances (as defined in the policy) while on the job poses serious safety and health risks not only to the user but to all those who work or come into contact with the user. The manufacture, possession, sale, or distribution of a controlled substance in the workplace also poses unacceptable safety and health risks. Accordingly, it is the right, obligation, and intent of the Company to protect its employees, clients, and visitors, and to safeguard Company property, equipment, and operations by establishing and maintaining the following policy with regard to use, possession, or sale of alcohol, illegal drugs, or controlled substances, in the work place. Employees may be disciplined, up to and including discharge without prior notice or warning, even for a first offense, for any of the following:

- For reporting to work and/or working with the presence of controlled substances in their bodies; unless such use is under the direction of a medical provider and authorized by applicable law;
- For bringing controlled substances into the workplace;
- For possessing or ingesting controlled substances in the workplace during working hours, including meal and rest breaks;
- For being impaired or under the influence of a controlled substance while working;
- For involvement in the manufacture, sale, purchase, transfer, distribution or dispensation of controlled substances in the workplace and/or during working hours, including lunch and rest breaks; and
- For providing false or misleading information or failing to provide information about any of the foregoing with regard to themselves or others.



As used above, "workplace" includes any premises where an employee may be working on behalf of the Company. "Controlled substances" as used in this policy means any drug listed in applicable federal regulations other than those taken under the direction and prescription of a licensed physician or medical provider. Controlled substances also include legal drugs not taken under the direction and prescription of a licensed physician to the extent that their ingestion may affect the safety of co-workers or members of the public, the employee's job performance, or the safe or efficient operation of the Company facility. Marijuana, regardless of the reason it is used, will be considered an illegal drug for purposes of this policy, in accordance with applicable law.

An employee who is using over the counter or prescription drugs and/or medication that may impair his or her ability to safely perform his or her work should discuss any potential side effects with his or her health care provider and provide a doctor's note detailing any work restrictions and their duration to his or her supervisor.

On occasion, managerial, executive, and sales staff may entertain clients during work hours or after work hours as representatives of the Company. These occasions may include lunches, dinners, and business conferences. On these occasions, only moderate and limited use of alcoholic beverages is acceptable. In addition, occasionally, alcohol is served at social events sponsored by the Company. Alcohol may be served at these events only with the approval of the Managing Director.

The Company will attempt to reasonably accommodate employees with chemical dependencies (alcohol or drugs), if they voluntarily wish to seek treatment and/or rehabilitation. Employees desiring that assistance should request an unpaid treatment or rehabilitation leave of absence. The Company's support for treatment and rehabilitation does not obligate the Company to employ any person who violates the Company's drug and alcohol abuse policy or whose job performance is impaired because of substance abuse. The Company is also not obligated to

reemploy any person who has participated in treatment or rehabilitation if that person's job performance remains impaired as a result of dependency. Employees who are given the opportunity to seek treatment and/or rehabilitation and are involved in any further violations of this policy will not be given a second opportunity to seek treatment or rehabilitation.

Any and all employees and/or prospective employees of the Company may be required to participate in drug and alcohol testing. The Company may conduct any or all of the following types of drug and alcohol testing, as permitted and in accordance with applicable federal, state, and local laws:

- **Post-Offer/Pre-Employment** - Applicants must submit to a drug screen after receiving a conditional offer of employment and before commencing employment. Post-offer/pre-hire drug screening will test for the presence of illegal drugs and substances and the illegal use of prescription drugs. This screen does not include an alcohol test. Potential applicants who refuse to submit to this test, or test positive, will have their offer of employment immediately revoked, unless prohibited by applicable state law.

- **Post-Accident** - Employees whose use of drugs or alcohol is reasonably believed to have contributed to an incident are required to submit to a drug screen and alcohol test.

- **Reasonable Suspicion** - An employee may be tested when a reasonable suspicion exists that the employee appears to be under the influence of illegal drugs or illegally using prescription drugs, synthetic drugs, and/or alcohol. When an employee is required to submit for reasonable suspicion alcohol or drug testing, he/she will not be permitted to drive to the collection facility; either the direct supervisor or another manager will provide transportation for the employee. The employee shall be suspended pending the initial test results, with non-exempt employees being placed on unpaid suspension. Refusal by an employee to submit to reasonable suspicion alcohol and/or drug testing shall result in immediate termination of employment.

Drug and alcohol screening tests conducted under this policy will be conducted through the testing of employee urine or breath samples, as permitted by applicable federal, state, or local law, using scientifically accepted analytical methods and procedures, by a laboratory designated by the Company. The laboratory will be approved or certified by the United States Department of Health and Human Services, the College of American Pathologists, or the applicable State agency.

The collection of samples will be performed under reasonable and sanitary conditions using procedures designed to protect employee privacy and to preclude misidentification or contamination. Employees and prospective employees being tested will have the opportunity to provide confidential notification of any information that may be considered relevant to the test, including identification of currently used prescription and nonprescription drugs or other relevant medical information to the testing facility's Medical Review Officer (MRO).

Drug testing under this policy will include confirmation of any positive drug test results for employees using a different chemical process than was used in the initial drug screen. The confirmatory drug test will use a chromatographic technique such as gas chromatography-mass spectrometry or another comparably reliable analytical method.

The cost of any drug test required by the Company will be paid by the Company. For current employees, the Company will pay reasonable transportation costs incurred by the employee to travel to the testing facility.

Tested employees have the right, upon written request, to obtain the written results of their drug test provided the testing facility receives the request within five (5) working days after the employee has been informed of a confirmed positive test result.

Additionally, an employee whose Drug Test is reported as being positive, adulterated, or substituted from the split (first specimen), may request a test of the split (second

specimen). Such request must be made directly to the Medical Review Officer (MRO) within 72 hours of the employee being notified of a positive Drug Test.

The substances for which testing is conducted include all substances considered unlawful under the Controlled Substances Act (21 U.S.C. § 812), including, but not limited to, heroin, marijuana, cocaine, PCP and crack, narcotics, barbiturates, amphetamines and any other controlled substance or the metabolite of the substance, and forms of alcohol, including ethanol, isopropanol or methanol.

Any employee or prospective employee who refuses to consent to a drug and/or alcohol screening test pursuant to this policy shall be subject to discipline, up to and including termination or, in the case of prospective employees, refusal to hire.

In the case of a positive test result, an employee is subject to personnel actions that include, but are not limited to, the following: termination of employment; or suspension, with or without pay, unless prohibited by applicable state law. For job applicants, any job offer will be rescinded due to a positive test result that is not excused by the MRO.

The Company will keep information regarding tests conducted under this policy in the strictest confidence possible. Drug testing records are to be kept separate from an employee's regular personnel file, and are made available only to those with a need to know the results.

M. **DRESS CODE**

No one has a second chance at the first impression. While our firm has no standard dress code, personal appearance is always important to you and the Company's image. You are asked to wear articles of clothing suitable to the type of work you perform and the environment in which you work. Articles of clothing should be neat, clean, safe, in good taste and provide a professional atmosphere to clients and customers. Interpretation of this provision rests solely with Gordon Prill, Inc.'s management. Non-exempt employees sent home to change will not be compensated for the time spent changing.

An employee who requires an accommodation of a religious belief or practice (including religious dress or grooming practices), ethnic reasons, or medical reasons should contact the Human Resources Department and request such an accommodation.

N. **HOURS OF WORK**

1. **NORMAL**

A normal work week for all full time employees of Gordon-Prill will consist of 40 hours. Gordon Prill's general office hours are from 8:00 AM to 5:00 PM Monday through Friday. Office personnel are expected to be in the office during these hours unless their department lead has approved otherwise. Construction Personnel work hours are based per project and per the approval of the Construction Operations Managers. From time to time, Gordon Prill may request that employees deviate from the general office hours as business needs dictate. Individual work schedules will be assigned to meet the needs of the business by your supervisor, and on occasion employees may be requested to and will be expected to work varying hours from either their normal shift or normal Company hours to meet operational needs.

The Company pays employees based on a semi-monthly (twice a month) pay period. Wages earned during each pay period are paid on the following 10<sup>th</sup> and 25<sup>th</sup> day of the month. Payment on the 10<sup>th</sup> of the month is for time worked between the 16<sup>th</sup> and the 31<sup>st</sup> and payment on the 25<sup>th</sup> of the month is for time worked between the 1<sup>st</sup> and the 15<sup>th</sup> . If a regular payday falls on a weekend or holiday, employees will be paid on the preceding workday.

For purposes of calculating overtime, the Company defines a workweek as beginning at 12:01 a.m. on Sunday and ending at midnight on Saturday and defines a workday as beginning at 12:01 a.m. and ending at midnight. Because of the varying demands of our business, work schedules and days off may occasionally be altered, either temporarily or permanently, which would require you to work different days or hours than when hired. Varying work shifts, days or hours may be at your supervisor's request, or at times, at the employee's request. All employee requests for change in work shifts or days worked, or to work variable hours must have prior approval of your supervisor. Employees will receive notification one week in advance of a



permanent shift change when such a shift change is requested by your supervisor or by management.

**Employment categories are as follows:**

**Full Time Employees:**

A full time employee is defined as one who, in a regularly established weekly schedule, works 40 hours per week. Employee benefit programs are available to these employees.

**Part Time Employees:**

Employees who work less than 40 hours per week fall into one of two groups:

1. Those employees working equal to or more than 75% of full time status hours on an annual basis will receive employee benefit programs.
2. Those employees working less than 75% of full time status hours on an annual basis will not be eligible for employee benefit programs with the exception of all legally mandated benefits (such as workers' compensation, paid sick leave, and Social Security).

**Exempt Employees**

Exempt employees are employees whose positions qualify as “exempt” under specific tests established by state and federal law. Exempt employees are paid on a salary basis and not eligible for overtime pay, regardless of the amount of time worked.

The Company is committed to abiding by all applicable state and federal wage and hour statutes and regulations. As part of this commitment, the Company pays its exempt employees on a salary basis and prohibits unlawful deductions from exempt employees' salary payments. Generally, an exempt employee must be paid his/her weekly salary, without deduction, for any workweek during which the employee performs work. Certain salary deductions are legally permitted, including, but not limited to deductions for: full-day absences for illness or vacation if the employee has exhausted his or her allowance under the Company's vacation or sick policies (or is not yet eligible for vacation or sick time under the terms of the policies); for a full

week disciplinary suspension; unpaid leave taken under federal or state leave statutes; or offsetting an employee's receipt of jury fees, witness fees, or military pay.

If you are an exempt employee and believe that the Company has made an improper deduction from your pay, please contact your manager immediately. The Company will promptly investigate the matter. If the Company determines that an improper deduction has occurred, the error will be corrected, and the Company will take appropriate measures to ensure that the improper deduction is not made in the future.

### **Non-exempt Employees**

Non-exempt employees are employees whose positions do not satisfy state and federal exemption tests. Non-exempt employees are paid on an hourly basis and subject to or eligible for, among other things, overtime, record keeping requirements, meal periods, and rest breaks. Any employee with questions regarding his or her classification should contact management.

All non-exempt employees who work more than 8 hours in one workday or more than 40 hours in one workweek will receive overtime pay as follows:

- Overtime at the rate of 1 and 1/2 times the employee's regular rate of pay for all hours worked over 40 in any one workweek or for all hours worked over 8 hours in any one workday up to 12 hours.
- Overtime at the rate of 1 and 1/2 times the employee's regular rate of pay for the first 8 hours worked on the seventh day of work in any one workweek.
- Overtime at the rate of double the employee's regular rate of pay for all hours worked over 12 in one workday, and for all hours worked over 8 on the seventh day of work in one workweek.

Only hours actually worked are counted towards calculating an employee's overtime pay.

Compensated holidays, vacation time, or sick leave, for example, are not hours worked and

therefore are not counted in making overtime calculations.

All overtime hours must be preapproved by Company management. If an employee works overtime without obtaining preapproval, the employee will still be paid for the time worked, but may be subject to discipline, up to and including termination of employment.

2. **CALIFORNIA MEAL AND REST PERIOD POLICY**

Gordon Prill, Inc. complies with state legal requirements concerning meal and rest periods. The Company recognizes that employees perform at their best when they have the rest and nourishment they need. This policy explains when the Company expects employees to take meal and rest periods.

a. **MEAL PERIODS**

The Company provides at least a 30-minute meal period to employees who work more than five hours in a shift, unless they work no more than six hours total in a shift and elect in writing to waive the first meal period in a voluntary written waiver. The Company provides a second 30-minute meal period to employees who work more than 10 hours in a workday, unless they work twelve or fewer hours total, did not waive the first meal period, and elect in a voluntary writing to waive the second meal period. Employees must take their first meal period before the end of the fifth hour of work and must take their second meal period before the end of the tenth hour of work. Meal periods cannot be taken at the beginning or end of shifts. Employees will be relieved of all of their duties during meal periods and are allowed to leave their work area or office.

The Company provides meal periods according to the following schedule:

<b>Duration of Shift In Hours</b>	<b># Meal Periods</b>	<b>Comments</b>
0 – < 5.0	0	Employees who work less than five hours in a workday are not provided with a meal period.

> 5.0 – < 10.0	1	Employees who work more than five hours in a workday, but who work less than ten hours in a workday are provided with a 30-minute meal period available before end of 5th hour of work, unless the employees are working six or fewer hours and elect in writing to waive the first meal period.
> 10.0	2	Employees who work ten or more hours in a workday are provided with a second 30-minute meal period available before the end of 10th hour of work, unless the employees are working twelve or fewer hours, and did not waive the first meal period, and elect in writing to waive the second meal period.

Gordon Prill, Inc. does not pay non-exempt employees for meal periods, and consequently, non-exempt employees must record the start and stop times of their meal periods.

Any non-exempt employee who is required to work through some or all of a 30-minute meal period or who is required to take their meal period later than the fifth (or tenth) hour of a workday, should complete a meal period premium form and submit it to his/her manager to ensure s/he is properly compensated. ***Otherwise, the Company will assume that any non-exempt employee who fails to record a timely meal period, or who records a less-than-30-minute meal period, did so voluntarily.***

b. **REST PERIODS**

Non-exempt employees are authorized and permitted to take a 10 minute paid rest period for every four (4) hours worked, or major fraction thereof. The Company authorizes and permits rest periods according to the following schedule:

<b>Duration of Shift In Hours</b>	<b># of 10 Minute Rest Periods</b>	<b>Comments</b>
0 – < 3.5	0	Non-exempt employees who work less than 3.5 hours in a workday are not authorized and permitted to take a rest period.
> 3.5 – ≤ 6	1	Non-exempt employees who work 3.5 hours or more in a workday, but who do not work more than 6 hours in a workday are authorized and permitted to take one 10 minute rest period.
> 6.0 – ≤ 10.0	2	Non-exempt employees who work more than 6 hours in a workday, but who do not work more than 10 hours in a workday are authorized and permitted to take two 10 minute rest periods.

> 10.0 – ≤ 14.0	3	Non-exempt employees who work more than 10 hours in a workday, but who do not work more than 14 hours in a workday are authorized and permitted to take three 10 minute rest periods. <sup>1</sup>
-----------------	---	--

Whenever practicable, non-exempt employees should take their rest periods near the middle of each four-hour work period. Non-exempt employees may not accumulate rest periods or use rest periods as a basis for starting work late, leaving work early, or extending a meal period. Because rest periods are paid, non-exempt employees should not clock out for them.

Any non-exempt employee who is not authorized and permitted to take a rest period pursuant to the terms of this policy should complete a rest period premium form and submit it to his/her manager to ensure s/he is properly compensated.

***If non-exempt employees do not submit a rest period premium form, the Company will assume they either took their rest period or voluntarily decided to waive it.***

c. **RESPONSIBILITIES**

Non-exempt employees are expected to take their meal and rest periods in accordance with the applicable guidelines set forth in this policy. Management is expected to make meal and rest periods available to their employees in accordance with this policy. Supervisors can schedule meal and rest periods for their employees, taking into account their department’s operational requirements and employee needs. Supervisors may stagger employees’ meal periods so ongoing operational responsibilities are not compromised, so long as the applicable guidelines in this policy are met.

Supervisors are responsible for administering their department’s meal and rest periods in a fair and uniform manner.

---

<sup>1</sup> Non-exempt employees who work more than 14 hours in a workday may be entitled to additional rest breaks.

d. **DISCIPLINE**

Any employee, supervisor, or manager who fails to observe meal and rest period policies will be subject to discipline, up to and including termination of employment. Violations of this policy should be reported to any **Principal of Gordon Prill** or the **Human Resources Department**. Every report will be fully investigated and corrective action will be taken where appropriate.

In addition, the Company will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the Company's investigation of such reports. Any form of retaliation in violation of this policy will result in disciplinary action, up to and including termination.

3. **TIME CARD (WHERE APPLICABLE)**

Because of the nature of our business, every employee shall maintain a daily time sheet showing time worked on each respective project, or time assigned to overhead, FTP, etc.

4. **USE OF COMPANY CELL PHONE WHILE DRIVING**

In the interest of the safety of our employees and other drivers, Gordon Prill, Inc. employees are prohibited from using cell phones while driving on Company business and/or Company time. Personal and/or company provided cell phones are to be turned off any time you are driving on Company business and/or Company time.

If your job requires that you keep your cell phone turned on while you are driving, you must use a hands free set (a telephone with a feature or attachment that allows you to engage in a call without the use of either hand except for purposes of activation, deactivation, or initiation of a function of the phone).

State law also prohibits drivers from writing, sending, or reading text-based communications using an electronic wireless communications device (i.e. a cell phone) to

manually communicate with any person via communications referred to as a text message, instant message or electronic mail.

Please note that any citations an employee receives for improper use of a cell phone while operating a motor vehicle will be the employees own personal responsibility.

Employees are prohibited from using personal or Company-issued cell phones for personal calls and to conduct personal business during business hours. Employees may make or receive personal calls during their breaks or meal period. The only exception to this policy is emergency calls.

O. **PUNCTUALITY AND ATTENDANCE**

As an employee of Gordon Prill, Inc., you are expected to be punctual and regular in attendance. Any tardiness or absence causes problems for your fellow employees and your supervisor. When you are absent, your workload must be performed by others, just as you must assume the workload of others who are absent.

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

If you are unable to report for work on any particular day, you must call your supervisor 1/2 hour before your scheduled shift. If you call after your scheduled shift has begun, you will be considered tardy for that day. In all cases of absence or tardiness, employees must provide their supervisor with an honest reason or explanation. Employees also must inform their supervisor of the expected duration of any absence. Unless there are extenuating circumstances, you must call in prior to the start of your scheduled work day if you are unable to report to work.

Excessive unexcused and unprotected absenteeism will not be tolerated. Regular attendance is an essential function of every employee's job. Each situation of excessive

absenteeism or tardiness shall be evaluated on a case-by-case basis. However, even one unexcused absence, unless for a legally protected reason, may be considered excessive, depending upon the circumstances. Excessive absenteeism or tardiness can result in disciplinary action up to and including termination. Legally protected absences will not be considered for purposes of discipline.

In addition, if you fail to report for work without any notification to your supervisor and your absence continues for a period of three (3) days, the Company will consider that you have abandoned your employment and have voluntarily quit. Please note if you fail to report for work without any notification to your supervisor for even one (1) day you can be subject to disciplinary action up to and including termination.

P. **BENEFIT ELIGIBILITY**

Employee eligibility for benefits is determined by the particular benefit. Employees should contact Human Resources to determine what benefits they are eligible for. The Company retains the sole discretion to determine issues of eligibility or interpretation of the terms and provision of all company benefit programs.

Gordon Prill, Inc. reserves the right to cancel or change the benefits it offers to its employees. While on unpaid leaves of absence, employees are required to pay their portion of the benefit premiums, unless otherwise specified in the applicable leave policy, or risk being placed on COBRA.

Company-sponsored benefits are governed by the Plan Document of each plan in effect at that time. Should conflict exist between the Employee Handbook and the Plan Document, the Plan Document will prevail.

Q. **MEDICAL LEAVE OF ABSENCE**

The Company may provide a medical leave of absence as a reasonable accommodation as long as doing so will not result in an undue hardship to the Company.



Employees needing a medical leave of absence as a reasonable accommodation should contact the Human Resources Department to discuss their available options.

Employees must use all available FTP time at the beginning of their leave unless otherwise prohibited by applicable law. Any leave beyond that will be unpaid.

R. **FAMILY AND MEDICAL LEAVE ACT (“FMLA”)**

**Basic Leave Entitlement**

The Company provides up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee’s child after birth, or placement for adoption or foster care;
- to care for the employee’s spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee’s job.

**Military Family Leave Entitlements**

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious

injury or illness\*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.\*

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

### **Benefits and Protections**

During FMLA leave, the Company will maintain the employee’s health coverage under any “group health plan” on the same terms as if the employee had continued to work.

Employees must pay their portion of any insurance premium while on leave. The Company may require employees who are able to return to work but fail to do so following expiration of their leave to reimburse it for insurance premium payments made on behalf of the employee during leave.

Upon return from FMLA leave, most employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms, unless the employee is designated a “key employee.” “Key employees” may have limited reinstatement rights.

Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee’s leave. Consistent with the other kinds of unpaid leaves offered by the Company, paid leave will not accrue during unpaid portions of an employee’s FMLA leave. As such, the employee will not receive holidays, bereavement leave, or jury duty pay during unpaid FMLA leave.

### **Eligibility Requirements**

Employees are eligible if they have worked for the Company for at least 12 months, have 1,250 hours of service with the Company in the previous 12 months, and if at least 50 employees are employed by the Company within 75 miles of where the Employee works.

### **Definition of Serious Health Condition**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### **Use of Leave**

An employee may take a maximum of 12 weeks of FMLA leave in a 12 month period, or 26 weeks for specific military family leave-related situations explained above. The Company uses the following 12 month period for purposes of calculating FMLA leave: The Company will look back 12 months from the date the employee first takes FMLA leave. An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Company's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

The Company may ask employees taking leave intermittently or on a reduced schedule for planned medical treatments to transfer temporarily to a different position with the same pay

and benefits that more effectively accommodates the leave. The Company may request the same of employees who take family leave on a reduced schedule per an agreement with the Company.

### **Substitution of Paid Leave for Unpaid Leave**

The Company may require employees to use all accrued paid leave at the beginning of their FMLA leave. Employees must comply with the Company's normal paid leave policies when using paid leave concurrently with FMLA leave. Once an employee exhausts his or her paid leave benefits, or if no paid leave benefits are available, the FMLA leave is without pay.

### **Employee Responsibilities**

Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the Company's normal call-in procedures.

Employees must provide sufficient information for the Company to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave.

Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Employees also may be required to provide a certification and periodic recertification supporting the need for leave, consistent with any applicable state law. In certain circumstances, the Company may request a second or third medical opinion, which it will obtain at its own expense.

The Company may also require documentation confirming family relationship, foster care, or adoption for employees taking family leave. If the employee fails to timely provide the appropriate certification, the Company may delay or deny approval for leave. Absences that

occur after leave is denied may result in disciplinary action pursuant to the Company's attendance policy.

Employees must contact Human Resources Department at least two days before expiration of their FMLA leave to indicate whether they are able or intend to return to work. If the leave was taken for a serious medical condition of the employee, the Company will require a return to work certification from the Employee's health care provider.

### **The Company's Responsibilities**

The Company will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required, as well as the employees' rights and responsibilities. If they are not eligible, the Company will provide the employee with a reason for the ineligibility.

The Company will also inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. The Company will also notify the employee if it determines that the leave is not FMLA-protected.

### **Unlawful Acts**

FMLA makes it unlawful for any employer to:

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

### **Enforcement**

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

### **S. CALIFORNIA FAMILY RIGHTS ACT ("CFRA")**

Under the California Family Rights Act (“CFRA”), employees with more than 12 months of service with the Company, that have worked at least 1,250 hours in a 12-month period as defined by the Company below, may be eligible for an unpaid family care or medical leave of absence (“CFRA leave”). Where the leave is covered under both laws, CFRA leave will run concurrently with FMLA leave, however there may be certain instances where CFRA leave is granted in addition to or in lieu of FMLA leave.

For purposes of calculating CFRA leave, the Company measures the 12-month period as follows: a 12 month period starts when the employee first takes leave.

The Company may grant leave up to 12 workweeks in a 12-month period for the birth of a child of the employee or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, to care for a child, parent, grandparent, grandchild, sibling, spouse, parent-in-law, domestic partner, or designated person (A “designated person” is defined as “a person identified by the employee at the time the employee requests family and medical leave.” An employee is limited to one designated person for each 12-month CFRA period.) who has a serious health condition, because of an employee’s own serious health condition that makes the employee unable to perform the functions of the position of that employee, except for leave taken for disability on account of pregnancy, childbirth, or related medical conditions, or because of a qualifying exigency related to the covered active duty or call to covered active duty of an employee’s spouse, domestic partner, child, or parent in the Armed Forces of the United States, as specified in Section 3302.2 of the Unemployment Insurance Code.

Any employee taking leave under this policy will be required to use all accrued and available PTO before taking unpaid leave. Any employee taking time off under this policy because of the employee’s own serious health condition will also be required to take any available paid sick leave before taking unpaid leave. An employee will not be required or

permitted to use paid sick leave in connection with the birth, adoption, or foster care of a child, or to care for a child, parent, grandparent, grandchild, sibling, spouse, parent-in-law, domestic partner or designated person with a serious health condition, unless mutually agreed to by the Company and the employee.

If the need for a leave is foreseeable, the employee shall provide the employer with reasonable advance notice of the need for the leave. If the employee's need for leave is foreseeable due to a planned medical treatment or supervision, the employee must make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operations of the employer, subject to the approval of the health care provider of the individual requiring the treatment or supervision.

An employee taking leave to care for a child, parent, grandparent, grandchild, sibling, spouse, parent-in-law, domestic partner or designated person who has a serious health condition will be required to provide certification issued by the health care provider of the individual requiring care that includes all of the following: the date on which the serious health condition commenced, the probable duration of the condition, an estimate of the amount of time that the health care provider believes the employee needs to care for the individual requiring the care, and a statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.

If an employee is taking leave for their own serious health condition, they will be required to provide certification from a health care provider that includes all of the following: the date on which the serious health condition commenced, the probable duration of the condition, and a statement that, due to the serious health condition, the employee is unable to perform the function of the employee's position.

The Company may require the employee to obtain subsequent recertification regarding the employee's serious health condition on a reasonable basis if any leave extension is required.

An employee may take intermittent or reduced schedule CFRA leave if certified by a health care provider as medically necessary. Employees must try and schedule intermittent or reduced schedule CFRA leave to avoid disrupting the Company's operations. The Company may transfer employees taking intermittent or reduced schedule leave for planned medical treatments to another position in order to more effectively accommodate the leave. If a transfer is required, the employee will retain his or her regular pay and benefits.

Any leave taken after paid time-off benefits are exhausted will be unpaid. An employee will not receive holiday pay, bereavement leave, or jury duty pay during any unpaid portion of CFRA leave.

CFRA leave does not apply to an employee's temporary disability resulting from pregnancy, childbirth, or related medical conditions. An employee may be eligible for Pregnancy Disability Leave and/or FMLA leave for such conditions.

The Company will continue to provide group health plan coverage for employees on CFRA leave on the same basis as if such leave was not taken. Employees who fail to pay their portion of the group health premium while on leave may lose coverage. The Company may seek reimbursement for payments it made for an employee's health premiums if the employee fails to return to work following the expiration of CFRA leave, unless the employee was unable to do so due to circumstances beyond his or her control.

Employees will retain their status with the Company during leave and the leave shall not constitute a break in service, for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. An employee returning from leave will return with no less seniority than the employee had when the leave commenced, for purposes of layoff, recall, promotion, job assignment, and seniority-related benefits such as vacation.

Employees returning to work following a CFRA leave will be reinstated to the same or comparable position.



The Company will not refuse to hire, or discharge, fine, suspend, expel, or discriminate against, any individual because of the employee's exercise of the right to family care and medical leave or the employee's giving information or testimony as to the individual's own family care and medical leave, or another person's family care and medical leave, in any inquiry or proceeding related to rights provided by this section.

For more information, please contact the Human Resources Department.

T. **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.

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; 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.

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.

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.

Employees are required to obtain a certification from their health care provider regarding their need for pregnancy disability leave 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 payroll department will provide a medical certification form that can be taken to a health care professional. Employees may be asked to 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.

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

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.

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 the payroll department for payment of their share of the insurance premiums.

The Company will place employees returning from PDL to the position they held prior to taking leave if such position is available. If the position is not available, the Company may transfer the employee to a comparable position with regards to location, duties, and pay. However, an employee has no greater right to reinstatement than if she had been continuously employed rather than on leave. For example, if an employee would have been laid off had she not gone on leave, or if the employee’s job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. 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.

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

Any request for baby bonding leave after a disability has ended will be treated as a request for CFRA Leave, if eligible for such leave.

#### U. **PREGNANCY ACCOMMODATION**

In accordance with the Pregnant Workers Fairness Act , the Company will provide reasonable accommodations to qualified applicants or employees who have known limitations related to pregnancy, childbirth, or related medical conditions, unless doing so would impose an undue hardship on the business operations of the Company. Depending on the circumstances, reasonable accommodations may include, but are not limited to: more frequent or longer breaks; more frequent restroom, food or water breaks; acquisition or modification of equipment or seating; limitations on lifting; temporary transfer to a less strenuous or less hazardous position, if available; job restructuring or light duty, if available; or a modified work schedule . Employees also may be eligible for unpaid leave if no other reasonable accommodation is available and the leave does not pose an undue hardship.

Employees who believed they need an accommodation should contact Human Resources so the Company can initiate an interactive process to evaluate possible accommodations. Where permitted by applicable law, the Company may require employees to

provide a certification from a licensed health care provider regarding the medical necessity of a reasonable accommodation.

The Company will not deny employment opportunities or take adverse action against an employee in the terms, conditions, or privileges of their employment because they request or use a reasonable accommodations in accordance with this policy. Where state or local law provide for different and/or greater rights, the Company will comply with applicable law. Please see your state supplement for additional information.

Employees who have any questions or who wish to request a reasonable accommodation under this policy should contact Human Resources.

#### V. **LACTATION ACCOMMODATION**

Any employee who is breastfeeding her child will be provided break time each time the employee has need to express milk. The break time should be taken concurrently with other break periods already provided when possible. If this time does not run concurrently with normally scheduled rest periods, non-exempt employees will be provided whatever time is needed to express breast milk, but such time will be unpaid. The Company will also provide the employee with the use of a private room, other than a bathroom which is shielded from view and free from intrusion, in close proximity to the employee's work area, for the employee to express milk in private. Employees are not required nor expected to use a restroom to express breast milk.

All employees who are lactating have a right to request lactation accommodation for as long as they are lactating. Employees should notify their immediate supervisor if they are requesting time to express breast milk under this policy. The request can be verbal or in writing. The Company will promptly respond to all requests for lactation accommodation. If an employee believes that her rights to appropriate lactation accommodation have been violated in any way, she is encouraged to bring the complaint to her manager or the Human Resources Manager. Any

employee who believes this law has been violated in any way may also file a complaint with the Labor Commissioner.

The Company does reserve the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations.

W. **FAMILY MILITARY LEAVE**

Gordon Prill, Inc. provides spouses of certain military personnel up to ten (10) days of unpaid leave during a qualified leave period. For purposes of this policy, a "qualified leave period" means the period during which the spouse is on leave from deployment during a period of military conflict.

An employee is eligible for leave under this policy if he or she:

- Is the spouse of a person who: 1) is a member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States, or 2) is a member of the National Guard or of the Reserves who has been deployed during a period of military conflict;
- Works for the Company for an average of 20 or more hours per week;
- Provides the Company with notice of his or her intention to take leave within two business days of receiving notice that his or her spouse will be on leave from deployment; and
- Submits written documentation to the Company certifying that the spouse will be on leave from deployment during the time the leave is requested.

Military conflict means either a period of war declared by the United States Congress, or a period of deployment for which a member of a reserve component is ordered to active duty either by the Governor or the President of the United States.

Leave taken under this policy will not affect an employee's right to any other benefits, although an employee may elect to use accrued FTP during the time off.

The Company will not discriminate against, or tolerate discrimination against, any employee who requests and/or takes leave under this policy.

**X. DOMESTIC VIOLENCE, SEXUAL ASSAULT, STALKING VICTIMS LEAVE**

The Company will not discriminate against employees who are victims of domestic violence, sexual assault, or stalking for taking time off from work to obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of a domestic violence victim or his or her child, and will permit employees to take off time as needed to attend to such events.

The Company will also not discriminate against an employee who is a victim of domestic violence, stalking, and sexual assault for taking time off from work to seek medical attention for injuries caused by such domestic violence, stalking, and sexual assault, to obtain services from a domestic violence program, to obtain psychological counseling related to the domestic violence, stalking, and sexual assault, or to participate in actions to increase safety from future domestic violence, stalking, and sexual assault, including temporary or permanent relocation and will permit employees time off to attend such events.

Affected employees must give the Company reasonable notice that they are required to be absent for a purpose stated above, except for unscheduled or emergency court appearances or other emergency circumstances. In such a case, the Company will take no action against affected employees if, within a reasonable time after the appearance, they provide the Company with documentary evidence that their absence was required for any of the above reasons. The Company will make reasonable efforts to maintain the confidentiality of any employee requesting time off on account of domestic violence, stalking, or sexual assault. The Company prohibits retaliation or discrimination against any employee for exercising his or her right to take this leave and/or for his or her status as a victim of domestic violence, sexual assault, or stalking.

Affected employees may use FTP, personal leave or other accrued time off (if available), but otherwise the time off will be unpaid.

Y. **TIME OFF FOR BONE MARROW AND ORGAN DONATION**

Any employee undergoing an organ donation procedure or treatment related to organ donation may take up to thirty (30) business days of paid leave per calendar year related to the organ donation. The employee may also take an additional 30 days unpaid leave in the calendar year for organ donation if medically necessary. The one-year period is measured from the date the employee's leave begins and consists of twelve (12) consecutive months. Employees will be required to use up to two weeks of accrued and unused vacation or paid sick time at the beginning of the leave. Employees may elect to take more than two weeks of paid sick time or vacation time.

Any employee undergoing a bone marrow donation procedure or treatment related to bone marrow donation may take up to five (5) business days of paid leave per calendar year related to the bone marrow donation. If available at the time of leave for bone marrow donation, the employee's accrued but unused vacation time or paid sick time must be used for the leave.

Donor leave taken will not be counted against an employee's seniority/length of service and will not affect eligibility for pay increases and other benefits. Employees who take donor leave, like other protected leaves, will not be retaliated, or otherwise discriminated, against for doing so.

In order to receive a leave of absence for organ or bone marrow donation, the employee must provide written advanced verification to management that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

Z. **DRUG AND ALCOHOL REHABILITATION LEAVE**

The Company will reasonably accommodate any employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program, provided that this reasonable accommodation does not impose an undue hardship on the Company. However, the Company reserves the right to terminate an employee who, because of the employee's current use of



alcohol or drugs, is unable to perform his or her duties or cannot perform the duties in a manner that would not endanger his or her health or safety or the health or safety of others.

The Company will make reasonable efforts to safeguard the privacy of an employee requesting or taking drug and alcohol rehabilitation leave as to the fact that he or she has enrolled in a drug or alcohol rehabilitation program.

Such time off will be without pay, but an employee may use his or her available FTP.

AA. **TIME OFF FOR VOTING**

In the event that an employee does not have sufficient time outside of working hours to vote in a statewide election, the employee may take off enough working time to enable him or her to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time, and the time taken off shall be combined with the voting time available outside of working hours. Under these circumstances, an employee will be allowed a maximum of two (2) hours on the Election Day without loss of pay. Where possible, the employee shall give his or her supervisor at least two (2) days' notice that time off to vote is needed. Employees are encouraged but not required to use absentee ballot voting to avoid the need of taking time off to vote.

BB. **PARENTAL ACTIVITIES LEAVE**

Any employee who is the parent or guardian of a student in grades preschool through twelve (12) may take unpaid time off to appear at the school due to the child's possible suspension or expulsion. The Company requires reasonable advance notice from the employee of the need for such leave time. Employees may elect to use FTP for this purpose or the time off will be unpaid.

CC. **CALIFORNIA CIVIL AIR PATROL LEAVE**

Employees with at least ninety (90) days of service who are a volunteer member of the California Wing of the civilian auxiliary of the U.S. Air Force Civil Air Patrol are eligible for up

to ten (10) days of unpaid leave to respond to an emergency operation mission. Employees may elect to use FTP for this purpose or the time off will be unpaid.

**DD. VOLUNTEER CIVIL SERVICE PERSONNEL**

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter, peace officer, or emergency rescue personnel. You are also eligible for unpaid leave for required training. If you are an official volunteer firefighter, please alert your immediate supervisor that you may be required to take time off for emergency duty. Whenever possible, please notify your immediate supervisor when you've been called for emergency duty that will prohibit your availability to the Company.

**EE. EMPLOYEE LITERACY EDUCATION ASSISTANCE**

The Company will reasonably accommodate and assist any employee who reveals a problem of illiteracy and requests assistance from the Company in enrolling in an adult literacy education program, provided that the reasonable accommodation does not impose an undue hardship on the Company. For purposes of this policy, Company assistance includes, but is not limited to, providing the employee with the locations of local literacy education programs or arranging for a literacy education provider to visit the jobsite.

The Company will make reasonable efforts to safeguard the privacy of the employee as to the fact that he or she has a problem with illiteracy. Any leave requested under this policy will be unpaid.

An employee who reveals a problem of illiteracy and who satisfactorily performs his or her work will not be subject to termination of employment because of the disclosure of illiteracy.

**FF. FAMILY AND SCHOOL PARTNERSHIP LEAVE**

The Company will provide up to 40 hours each year (not to exceed eight hours in any calendar month of the year), of unpaid leave to an employee who is a parent, stepparent, foster parent, grandparent, or a person who stands in loco parentis to one or more children in

kindergarten or grades 1 to 12, inclusive, or attending a licensed child care provider, for the purpose of participating in activities of the school or licensed child care provider of any of his or her children, to find, enroll, or reenroll a child in a school or with a licensed child care provider, or to address a child care provider emergency or school emergency.

To be eligible for such leave, the employee must, prior to taking the time off, give reasonable notice to the Company of his or her planned absence. The employee may use FTP for this leave or it will be unpaid.

The Company may request that the employee provide documentation from the school or licensed child care provider as proof that he or she participated in school or licensed child care provider activities on a specific date and at a particular time.

#### GG. **PAID FAMILY LEAVE BENEFITS**

An employee who is off work to care for a child, spouse, parent, registered domestic partner, grandparent, grandchild, sibling, or parent-in-law with a serious health condition, or to bond with a new child, may be eligible to receive benefits through the California “Paid Family Leave” income replacement (“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. There generally is a waiting period during which time no PFL benefits are available. The EDD can provide additional information about any applicable waiting period.

Employees who need to take time off work to care for a child, spouse, parent, registered domestic partner, grandparent, grandchild, sibling, or parent-in-law with a serious health condition or to bond with a new child may contact their manager 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 manager while

absent from work so we may monitor employees' return-to-work status. In addition, employees should contact their manager when ready to return to work so we may determine what positions, if any, are open.

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

Employees taking time off work to care for a child, spouse, parent, registered domestic partner, grandparent, grandchild, sibling, or parent-in-law with a serious health condition or to bond with a new child are not guaranteed job reinstatement unless they qualify for such reinstatement under federal or California family and medical leave laws.

#### HH. **STATE DISABILITY INSURANCE (SDI)**

California State Disability Insurance provides employees with certain benefits in the event of illness or injury that is not job-related. By state law, employees are required to pay the cost of this protection through payroll taxes on their earnings. The Company, also by State law, is required to withhold this tax from everyone's paycheck. Employees who are covered by SDI plan may receive benefits after the seventh day of disability. SDI benefit claim forms are available from any office of the California Employment Development Department, and from most doctors and hospitals. This is solely a monetary benefit provided by the state and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. More detailed information is available through the California Employment Development Department (EDD) at 1-800-480-3287, or [www.edd.ca.gov](http://www.edd.ca.gov), or by contacting the payroll department.

#### II. **LEAVE FOR VICTIMS OF CRIME**

An employee who is a crime victim or who is the family member of a victim of a violent felony or serious felony may take time off from work under the following circumstances:

- The crime must be a violent or serious felony, as defined by law; and
- You must be the victim of a crime, or you must be an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim.

The absence from work must be in order to attend judicial proceedings related to a crime listed above. Before you are absent for such a reason, you must provide documentation of the scheduled proceeding. Such notice is typically given to the victim of the crime by a court or government agency setting the hearing, a district attorney or prosecuting attorney's office or a victim/witness office. If advance notice is not possible, you must provide appropriate documentation within a reasonable time after the absence.

An immediate family member is defined as: a spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father or stepfather. A registered domestic partner means a domestic partner who is registered in accordance with California state law.

Any absence from work to attend judicial proceedings will be unpaid, unless you choose to take paid time off, such as accrued FTP or personal leave time.

For more information, please contact your manager.

## JJ. **MILITARY LEAVE**

All employees are eligible for military service leave to the extent permitted by state and federal law. An employee requesting such leave must promptly submit to management a copy of the employee's induction papers or orders.

An employee may use accrued vacation time at the beginning of an unpaid military duty leave. All employee benefits cease during the unpaid portion of a military duty leave unless otherwise required by law, although the employee may continue his or her participation in group health care plans sponsored by the Company pursuant to COBRA by electing to do so and by paying the full premiums. If, however, the military service is for thirty (30) or fewer days, health benefits may continue and the employee will not be required to pay more than the employee would

be required to pay if he or she were actively employed. Upon being released from active duty, an employee may be eligible to reenter the Company's health care plan(s).

Returning service members are treated as if they had been continuously employed and will be re-instated in accordance with the applicable state or federal law governing the leave. In order to be reinstated to employment, an employee must report back to the Company within specified periods after the conclusion of his or her military service.

**KK. EMPLOYEE BENEFITS**

**1. INSURANCE**

Only employees who work a minimum of thirty hours per week are eligible (full time employees only) for the insurance benefits described in this handbook. The Company retains the sole discretion to determine issues of eligibility or interpretation of the terms and provisions of all company benefit programs. Any benefits provided to employees will be described in the individual plans Summary Plan Description or plan documents, available from Human Resources. The Company reserves the right to change the benefits offered from time to time in its sole discretion, in accordance with applicable law. Please note that the descriptions in this handbook provide general summaries of the benefit programs, and the full descriptions are available in the plan documents available from Human Resources. In the event of a conflict of information, the plan documents control all aspects of the benefit plans

**2. 401(K) SPD (PLEASE SEE HUMAN RESOURCES)**

**3. FLEXIBLE TIME OFF POLICY**

Each of the Company's employees has responsibilities to the Company and the Company's clients. The Company expects each employee to determine for himself or herself, consistent with the employee's responsibilities, how many days to take off work, or whether to work shorter days in lieu of taking whole days off work. Time away from work is beneficial, and

all employees are encouraged to take it; however, no particular amount of time off is promised, guaranteed, vested or accrued and employees are expected to meet all of their goals regardless of how much or little time is taken off. Compensation is not reduced for taking time off under this policy; however, failure to meet all appropriate performance goals may impact compensation decisions, regardless of how little or much time off an employee takes. This policy is based on mutual trust between the Company and its employees. It gives employees opportunities to work or take time off as they see fit, as long as they keep fulfilling their responsibilities and duties.

This Flexible Time Off Policy (“FTP ”), which is a flexible paid time off policy, applies to all employees of the Company effective January 1, 2021 (“Effective Date”).

The Company does not limit the amount of FTP, which is paid time off, that employees may take. Employees are encouraged to take time off from work. This will help them avoid exhaustion and ensure they have some time to clear their minds from their work responsibilities and duties. The company will track FTP time taken for all of its employees for records purposes only.

FTP paid time off cannot be used in increments exceeding 1 week (5 consecutive workdays) without prior written approval by the employee’s immediate supervisor. For the purposes of this policy, a “workday” means a day during which the employee is not on Company premises, is not engaged in Company-related activities, and is not available via telephone or email to communicate regarding Company matters.

FTP cannot be used during the first 30 days of employment.

In the event an eligible employee’s FTP time exceeds five (5) consecutive work days without prior written approval is obtained, then disciplinary action may occur.

FTP time cannot be used in increments exceeding 5 consecutive workdays for any leave provided in compliance with state or federal law, including but not limited to leave taken under the FMLA, CFRA, Pregnancy Disability Leave, Bone or Organ Donor Leave, Military

Leave, Military Spouse Leave, Paid Sick Leave, or any other leave given to comply with applicable law. All time taken off for any leave that qualifies under these laws in excess of five consecutive workdays will be unpaid and FTP time cannot be used during these leaves.

This policy also does not apply to any state or locally mandated paid sick time, which is provided under a separate policy. Any FTP time taken will not be considered paid sick time under any legally mandated paid sick time law.

Eligible employees do not need to request FTP time off in ADP, unless their FTP time exceeds five (5) consecutive workdays, but must log all FTP time in the Company's timekeeping system. See Limitation and Obligations for specific requirements for FTP time that exceeds five (5) consecutive workdays.

All FTP requests will be subject to supervisor or HR approval and may be granted or denied to meet the operational needs of the firm and ensure that all client needs are adequately met. Employees should never assume that an FTP request will be granted and therefore are advised to not make any nonrefundable reservations until FTP requests have been approved.

FTP requests that are scheduled in advance may not be approved, and time taken off under this policy that has not been approved in advance may be unpaid in accordance with and as permitted by applicable laws. Abuse of FTP time or taking FTP time off without prior approval may also lead to discipline, up to and including termination. Also, any employee whose work performance is negatively impacted by taking excessive time off will be disciplined or may have their compensation reduced due to unsatisfactory performance.

Employees with existing paid time off/vacation balances as of January 1, 2021 will retain those balances intact. The existing balances will be paid out either at termination or at an earlier date in the Company's discretion.

LL. **PAID SICK LEAVE**



Regular full-time and part-time employees will be provided 40 hours of paid sick leave at the beginning of employment and every January 1st thereafter.

Employees can use accrued paid sick leave beginning on the 90th day of employment. Employees may use up to 40 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 (meaning 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); or
2. For an employee who is a victim of domestic violence, sexual assault, or stalking;
3. To obtain or attempt to obtain a temporary restraining order, restraining order, or other injunctive relief;
4. To help ensure the health, safety, or welfare of the victim or the victim's child;
5. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
6. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;
7. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or

8. 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.

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

Notice to management 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.

Employees may use paid sick leave in increments of two hours. 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.

Because the Company frontloads all paid sick leave at the beginning of employment and beginning of each year for regular full time and part time employees, unused paid sick leave does not carry over from year to year. The benefit year is defined as January 1 – December 31.

Accrued but unused paid sick leave under this policy will not be paid at separation.

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

Any employee who believes the he/she has been denied paid sick leave for a covered reason should contact the personnel administrator immediately for an individualized review.

1. **HOLIDAYS - (FULL-TIME EMPLOYEES ONLY)**

The following days are recognized as paid holidays for all regular full-time employees who have completed more than thirty (30) days of employment:

New Year's Day	President's Day
Memorial Day	July Fourth
Labor Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day
Week between Christmas & New Years	

The Company reserves the right to change the holiday calendar and schedule at any time.

Eligible full-time employees will receive holiday pay at their straight time pay for the number of hours they are normally scheduled to work, up to 8 hours in a day. Except for excused and/or approved absences, an employee must work his or her scheduled workdays preceding and following the holiday in order to be eligible for holiday pay. An employee claiming an excused absence may be required to offer proof of the excused nature of such absence.

Employees requiring time off for religious observance should contact Human Resources. Employees who are on FTP will receive holiday pay for any holiday that falls during their scheduled FTP. Hours paid for holidays will be at regular base pay and cannot be added as hours worked for overtime pay.

## 2. **BEREAVEMENT LEAVE**

Employees will be permitted to take up to five days of bereavement leave for the death of a family member. A "family member" means a spouse or a child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law.

The days of bereavement leave need not be consecutive, but must be completed within three months of the date of death of the family member.

The first three days of bereavement leave will be paid. After three days, bereavement leave will be unpaid, but an employee may use accrued vacation, personal leave, or accrued and available sick leave for the time off.

If requested by the Company, the employee must, within 30 days of the first day of the leave, provide documentation of the death of the family member. Documentation includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

The Company will not retaliate or discriminate against any employee for their use of bereavement leave or impede or interfere with an employee's use of bereavement leave.

### 3. **JURY DUTY AND WITNESS LEAVE**

The Company will provide employees time off to serve on a jury. Employees must notify their supervisor within twenty-four (24) hours of receiving a jury duty or juror orientation notice. Employees may be required to provide the Company with written proof of jury duty. Employees will be paid at their regular base rate of pay for five days. After five days, hourly employees will be given the required time off but not be paid by the Company while serving on a jury. After five days of paid leave, a salaried (exempt) employee's salary will not be reduced for partial weeks of work due to service as a juror. However, a salaried employee will not be paid by the Company if he or she misses an entire week of work due to jury duty. Employees must return to work on any day when you are excused early and there are at least two hours left in your work shift.

Employees will be granted unpaid leave to act as witnesses upon presentation of a copy of a subpoena or other court order to their supervisor or management. The employee may use any accrued vacation while on witness duty leave.

Employees will be paid their normal wage or salary if required by a subpoena to appear in court on Company business, upon presentation of a copy of a subpoena or other court order to their supervisors or management. However, employees will not be paid for their time off if summoned to appear in court because of a subpoena on matters not pertaining to Company business or matters where they are personally involved in the legal action.

4. **OTHER BENEFITS**

Gordon Prill, Inc. pays into the following State and Federal programs on your behalf:

a. **WORKER'S COMPENSATION INSURANCE**

Gordon Prill, Inc. carries worker's compensation insurance to provide benefits in the event you incur a work related injury or illness. Compensation insurance pays benefits in accordance with applicable law, as determined by the state if you are hurt on the job. Injuries not reported promptly to your supervisor cannot be guaranteed coverage by the compensation insurance. Report your injury to your supervisor no matter how slight the injury may appear.

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

**Any person who makes or causes to be made any knowingly false or fraudulent material statement or material misrepresentation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony.**

**Acceptance of employment with a different employer that requires the performance of activities that you have stated that you cannot perform because of the injury for which you are receiving temporary disability benefits could constitute fraud and could result in criminal prosecution. If convicted, you could lose your rights to workers' compensation benefits.**

b. **STATE UNEMPLOYMENT INSURANCE**

All workers are covered by unemployment insurance. Gordon Prill, Inc. pays the cost of unemployment insurance to provide you with a weekly income when you are out of work through no fault of your own. Claims may be filed with the local Employment Development Department.

c. **SOCIAL SECURITY (FICA)**

Gordon Prill, Inc. will pay your social security account an amount equal to the FICA deducted from your paycheck. All employees are eligible for United States Social Security retirement benefits. You become eligible for some benefits at age 62 and can receive full benefits at your normal retirement age as defined by the U.S. Government.

MM. **TERMINATIONS, LAYOFFS AND RECALLS**

If an employee is terminated, quits, or is laid off and later reapplies and is accepted, he or she will be treated like a new employee and will have to again start their accrual of time unless otherwise required by applicable law.

To conform with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), if an employee was covered by the Company health plan, the Company will make available, at the employee's request upon termination, continued insurance coverage at the employee's expense.

Layoffs and recalls will be made based on the needs of the Company, the skill set of the employees involved and the affected employee's overall job performance, including their ability, attendance and production. If an employee is laid off they will not accrue benefits during the layoff period.

NN. **SAFETY**

Your safety is a priority to Gordon Prill, Inc. The Company understands a clean, safe and healthy environment should be provided for all employees. Every reasonable precaution is taken to provide you a safe place to work.

The following should be observed.

1. Learn your job and identify the possible hazards and determine how to eliminate or reduce the hazard. If you are uncertain as to the safest way of doing the job, ask your manager / supervisor / or safety manager.

2. The Company will supply equipment, Personal Protective Equipment (PPE) whenever it is needed. You must wear required PPE and always observe all posted rules and regulations.

3. If you become ill or are injured on the job, tell your supervisor at once. In order to receive prompt insurance coverage, an injury report must be filled out. If you think you need medical attention, inform the supervisor. The supervisor will have a list of available doctors and medical facilities in the area.

4. Report any defective equipment or possible hazardous condition to your supervisor.

5. Gordon Prill encourages all employees to make safety suggestions..

6. Employees are also required to review the Company's Injury and Illness Prevention Program (IIPP) and be familiar with its contents.

OO. **HOUSEKEEPING**

All employees are expected to assist in the general housekeeping around the office/plant.

PP. **TRAVEL AND BUSINESS EXPENSES**

Expenses reimbursed by the Company include those pre-approved as reasonable and necessary to conduct Company business. Employees should request reimbursement by filing

an expense report. Receipts supporting expenses must accompany expense reports. Employees should document the purpose of the expense and the nature of the business conducted. Expense reports should be turned in within one month from the time the expense is incurred.

Employees authorized to travel by personal vehicle for business purposes are reimbursed at the Internal Revenue Service's allowable rate per mile. Employees are expected to keep records of miles driven to perform the employee's job duties. Tolls and parking fees are also reimbursable. Advances may be authorized when it is expected an employee may be incurring significant cash expenses.

For employees whose commute and work location changes due to their position requiring that they work on-site at project locations, the commute is generally not compensable and mileage will not be reimbursed. As long as the distance/travel time is reasonable, the time is not compensable and mileage will not be reimbursed. Travel during the workday is compensable. If the employee must deliver equipment, goods, or materials for Gordon Prill on their commute, then their time and mileage may be compensable.

Employees who have questions about expense reimbursement or believe that they have incurred business expenses while carrying out their duties on behalf of the Company should contact their immediate supervisor.

#### **QQ. STANDARDS OF CONDUCT**

The Company expects employees to observe a standard of conduct which will maintain an orderly, positive and productive workplace. Such a standard of conduct will benefit and protect both the Company and all employees.

Behavior that violates this standard of conduct will subject employees to discipline up to and including suspension without pay or discharge.

The listing of the following unlawful actions, improper actions and work standards rules does not in any way detract from or alter the right of the Company or the employee to



terminate the employment relationship at any time, with or without notice, with or without cause. Also the Company retains the right to demote, transfer, change job duties, and change compensation at any time with or without notice and with or without cause in its sole discretion.

The disciplinary action used to maintain the standards of conduct will be determined in light of the facts and circumstances of each individual case. Each incident will be considered in light of a variety of factors, including:

1. The seriousness of the incident and the circumstances;
2. The employee's past conduct;
3. The nature of any previous incidents; and,
4. The general practice as it relates to the incident.

Although not conclusive, the following list represents kinds of behavior that will be considered improper and unacceptable in the workplace, and may subject employees to the above mentioned discipline:

**(1) Unlawful Actions:**

- (a) Stealing private or Company property;
- (b) Gambling on Company property.
- (c) Willful destruction or defacement of private or Company property;
- (d) Possession, sale, use or being under the influence of illicit drugs on Company property or during working hours. If an employee must use a prescription drug which may impact their ability to safely perform their work during working hours, after consultation with their physician or pharmacist, written authorization from the medical professional must be given to their supervisor;

- (e) Violation of traffic or parking regulations while using Company or customer vehicles. Also, failure to properly report any type of accident involving a Company or customer vehicle.
- (f) Engaging in unlawful harassment or discrimination as described in this handbook.

(2) **Improper Behavior:**

- (a) Falsification or misrepresentation of information on any Company form, i.e., time cards, application, Company and personnel records;
- (b) Possession, use or being under the influence of alcohol on Company property during working hours;
- (c) Fighting on Company property;
- (d) Immoral or indecent conduct on Company property;
- (e) Sleeping during work time;
- (f) Threats, intimidation including using obscene, abusive or threatening language to any Company employees or members of the public;
- (g) Carrying or bringing a weapon or concealed weapon to work including: bringing any type of concealed weapon in a personal or Company vehicle used for Company business; bringing weapons of any kind onto any Company property or work site.
- (h) Disorderly conduct such as practical jokes, horseplay, etc.
- (i) Employees will not be discourteous or disrespectful to a customer or any member of the public while in the course and scope of Company business.

(3) **Work Standards:**

- (a) Disregarding instruction of supervisor or proper authority;
- (b) Failure to be courteous and polite at all times to other employees and customers;
- (c) Failure to notify your supervisor ½ hour prior to the beginning of a shift that you will not be reporting to work;
- (d) Leaving work area, job assignment or department during working hours without proper authorization;
- (e) Failure to observe work schedules including rest and lunch periods;
- (f) Failure to observe safety rules and regulations;
- (g) Contributing to unsanitary conditions or poor housekeeping;
- (h) Inefficiency, lack of productive effort or other unsatisfactory work performance;
- (i) Unauthorized use of Company time, materials or equipment for personal activities;
- (j) Unsuitable or improper attire for the work situation;
- (k) Failure to report for work without any notification to your supervisor for even one (1) day. Failure to report to work for three (3) consecutive working days without proper authorization. Employees failing to provide this notice will be considered to have voluntarily terminated their employment;
- (l) Excessive number of absences or tardies;
- (m) Smoking in areas not designated for smoking; (Only cigarette smoking is permitted.)
- (n) Company vehicles are only to be used for Company business, commuting to and from work and occasional local use. Any other

personal use of a Company vehicle, including travel outside the Company working area, is strictly prohibited.

- (o) Being on the premises at unauthorized times without proper reason or loitering before and after shifts.
- (p) Adding personal software to Company computers without prior written authorization is strictly prohibited.

RR. **ELECTRONIC COMMUNICATIONS USAGE**

Electronic mail and other electronic communications are considered an integral part of the corporate working environment. The following types of electronic communications are the property of Gordon Prill, Inc.:

- Telephones, cellular phones & voicemail facilities
- E-mail/instant messaging accounts
- Fax machines, modems, and servers
- Company-supplied computers
- Network tools such as internet access

This policy applies to (a) all electronic resources owned or leased by the Company, and (b) all activities using any Company-paid accounts, subscriptions, or other technical services, such as Internet access, cell phone service, voice mail service, and e-mail/instant messaging (collectively “electronic communication systems”). This policy applies whether or not the activities are conducted from Company premises.

All messages composed, sent or received through the electronic communication systems are and remain the property of the Company. They are NOT the private property of any employee, and should not be considered private. Gordon Prill, Inc. reserves and intends to exercise the right to review, audit, intercept, access, print, read and disclose all messages created, received or sent over the electronic communication systems for any purpose. Please note that even when a

message is deleted, it is still possible to recreate the message; therefore, ultimate privacy of messages cannot be guaranteed to anyone. **Employees have no expectation of privacy in the use of electronic communications or any Company systems, equipment, or networks.**

Employees are not to use a password, access a file, or retrieve any stored communication without authorization. Passwords must be made known to the company as your system may need to be accessed by the company when you are absent. The reliability of passwords for maintaining confidentiality cannot be guaranteed. You must assume that any and all messages may be read by someone other than the intended or designated recipient.

Employees are prohibited from disclosing their voice or E-mail access password(s), or those of any other employee, to anyone who is not an employee of Gordon Prill, Inc. Disclosure of passwords to other employees only should occur when required by an urgent business matter as directed by management. In such cases, passwords should be changed as soon as possible after the urgent business matter has been resolved. Passwords never should be given out over the phone, included in voice or E-mail/instant message, messages posted, or kept within public view.

The use of the electronic communication systems is reserved solely for the conduct of business at the Company. It is NOT intended to be used for personal business. Employees accessing the Internet, the Company's Intranet or World Wide Web while working represent the Company when doing so. Accordingly, all such communications should be for professional, business reasons. Each employee is responsible for ensuring that he or she uses his or her Internet access privilege in an effective, responsible, ethical and lawful manner. Employees should not use the Company's electronic communication systems to access social media including, but not limited to, Instagram, Facebook, Twitter, or YouTube. Furthermore, employees must not access inappropriate websites, including but not limited to sexually explicit, provocative, or other websites that might violate the Company's EEO and anti-harassment policies.

The electronic communication systems shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or other confidential materials without prior authorization. The Company purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, the Company does not have the right to reproduce such software for use on more than one computer. Employees may only use software on local area networks or on multiple machines according to the software license agreement. The Company prohibits the illegal duplication of software and its related documentation.

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

Employees may access only messages, files or programs, whether computerized or not, that they have permission to enter. Exceeding authorized access to confidential information and unauthorized review, duplication, dissemination, removal, damage or alteration of files, passwords, computer systems, data bases or programs, voicemail messages or other property of

the Company, or improper use of information obtained by unauthorized means, will be grounds for disciplinary action, up to and including termination, and may result in criminal prosecution under state and federal law, including the Computer Fraud and Abuse Act..

All electronic communication systems are to be used in a commercially reasonable fashion. No Company-wide e-mails, instant messaging, voice messages, or faxes are to be initiated unless a business necessity exists.

Violation of the electronic communications policy or use of electronic communications in any way that violates any Company policy will result in disciplinary action, up to and including immediate termination, and may result in criminal prosecution under state and federal law.

#### **SS. SOCIAL MEDIA POLICY**

Gordon Prill, Inc. (the “Company”) recognizes that many employees engage in “social media activity” while off duty. For purposes of this Policy, social media activity includes all types of postings on the Internet, including but not limited to, postings on social networking sites (such as Facebook, LinkedIn, and Tumblr); blogs and other on-line journals and diaries; bulletin boards and chat rooms; microblogging, such as Twitter; and postings of video or audio on media-sharing sites, such as YouTube or Flickr. “Social media activity” also includes permitting, or failing to remove, posts by others where the employee can control the content of posts, such as on a personal page or blog.

This Social Media Policy (the “Policy”) provides guidance on responsible social media activity by employees. This Policy does not and cannot cover every possible social media activity. If you are unsure how this Policy may apply to your social media activity, your manager or your representative from the Human Resources Department is here to help you. For purposes of this Policy, “social media activity” includes all types of posts and other communications on the Internet, including but not limited to, posts on social networking or affinity sites (such as Facebook,

LinkedIn, and Tumblr); blogs and other on-line journals and diaries; bulletin boards and chat rooms; microblogging, such as Twitter; and posts of video or audio on media-sharing sites, such as YouTube or Flickr. “Social media activity” also includes permitting, or failing to remove, posts by others where the employee can control the content of posts, such as on a personal page or blog.

**Application:** This Social Media Policy applies to all employees. This Policy applies to social media activity that relates in any way to the Company’s business, employees, customers, vendors, or competitors or that identifies an employee’s affiliation with the Company (other than as an incidental mention of place of employment in personal social media activity unrelated to the Company).

**Scope:** This Policy applies to social media activity when on or off duty, while using the Company’s or personal electronic resources, and whether or not the employee posts anonymously or using a pseudonym, as long as the use in any way impacts the Company or its reputation. Unless specifically authorized, employees are prohibited from using the Company’s electronic resources to engage in social media activity. Employees may use personal devices, such as a non-Company smart phone or tablet, during rest breaks and meal periods to engage in social media activity as long as the employee’s personal device is not connected to the Company’s network.

**Social Media Guidelines:**

The Company values its established brand reputation and good will relationships. These are important corporate assets. When you engage in social media activity that identifies you as a Company employee, or in any way relates to the Company, you should bear that in mind and follow the guidelines listed below:

- You may not maintain an open connection to, or stream, any social media site. Such non-business use is a privilege that may be withdrawn if abused.



- Your social media activity is subject to all Company policies, including, but not limited to, the Equal Employment Opportunity and Discrimination Policy, Electronic Communications Usage Policy, Confidential Files and Information Policy, Policy Against Harassment, Policy Regarding Property, Privacy and other personal conduct policies.
- Unless you have received prior authorization from the Principals of Gordon Prill, you should not represent or suggest in any social media content that you are authorized to speak on the Company’s behalf, or that the Company has reviewed or approved your content. If that will not be obvious from the content, you should specifically state, *“The views expressed in this post are my own. They have not been reviewed or approved by Gordon Prill, Inc.”*
- The Federal Trade Commission requires that endorsements be truthful and not deceptive. If your social media activity endorses the Company’s products or services, *i.e.*, expresses opinions, beliefs, findings or experiences concerning the Company’s products or services, you must disclose your name and position with the Company.
- You should consider using available privacy filters or settings to block, supervisors, customers, vendors or competitors who may have access to your social media activity any overly personal information about you.
- You should not post content about the Company, management, co-workers or customers that is vulgar, obscene, threatening, intimidating, defamatory, harassing, or a violation of the Company’s policies against discrimination, harassment, or hostility on account of age, race, religion, sex, ethnicity, nationality, disability, or other protected class, status, or characteristic. You

should not make knowingly false statements about the Company's products or services, or the products or services of its customers, vendors or competitors.

- You should not use the Company's logo, trademark or proprietary graphics without the express prior authorization of the Principals of Gordon Prill.
- You should not disclose, or post images or video of, any of the Company's trade secrets or confidential business information or of any confidential business processes. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Confidential business information may include internal reports, policies, procedures; business plans and product-launch dates; health/financial information of patients/customers; the Company's attorney-client communications or other internal business-related confidential communications.
- You should not post images or video of the Company's employees, customers, vendors or competitors that would be discriminatory, harassing, threatening, vulgar, obscene or similarly inappropriate or offensive.
- To reduce the risk of identity theft, stalking, and similar criminal conduct, you should not disclose personally identifying information (such as personal contact information contained in the Company's files, Social Security numbers, credit or debit card numbers or financial account numbers) of the Company's employees, customers, vendors or competitors. You should not mention customers, vendors or competitors in your social media activity without the Company's written approval.
- To ensure that the Company communicates with the media in a consistent, timely and professional manner about matters related to the Company, you should speak to your manager and the Principals of Gordon Prill before

responding to any inquiry from a journalist or the news media about your social media activity related to the Company.

- Anyone concerned about social media activity relating to the Company that may require a response may contact the Principals of Gordon Prill, Inc. as a resource.

The following guidelines also apply to your social media activity:

- Managers should avoid situations that may compromise their ability to lead or make objective management decisions or that might undermine the culture within the location(s); keep this in mind when making or responding to friend requests. Any employee may reject a friend request from any other employee without fear of retaliation.
- Employees may not use Company-sponsored sites to solicit for or promote personal businesses or any organization, including but not limited to outside business ventures, charities, political campaigns, religious groups, or other membership organizations.
- Employees may not use their Company e-mail address to register for any social media account or site, or as an identifier needed to participate in any social media activity, except to engage in social media activity authorized by the Company and for the Company's business purposes. Employees may reference the Company as their employer and include business contact information on social and professional networking sites only, such as LinkedIn and Facebook.
- Employees should use only approved social media channels — and not personal social media sites or pages — to conduct Company business. Without prior Company approval, social media should not be used to arrange business meetings, communicate with customers about specific transactions, or to search

for information about current or prospective employees for purposes of making an employment decision.

- All requests for references or recommendations received through social media activity must be handled in accordance with the Company's policy on responding to these requests.
- Company has the right to request, in its sole and absolute discretion, that employees temporarily confine their social media activity to matters unrelated to Company if the Company determines this is necessary to ensure compliance with securities regulations or other laws.

### **Addressing Concerns**

Experience demonstrates that you are more likely to resolve concerns about work by speaking directly with your co-workers, supervisor or other management-level personnel or by contacting the Company's Human Resources Department, than by posting them on the Internet. Nevertheless, if you decide to express concerns in social media, avoid using any content that reasonably could be viewed as malicious, obscene, threatening or intimidating; that disparages employees, customers, or vendors; or that might constitute harassment or bullying.

### **Retaliation**

Gordon Prill, Inc. prohibits taking adverse action against any employee for reporting a possible violation of this Policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible violation of this Policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination of employment.

### **Enforcement**

If you need clarification of any aspect of this policy, contact the Human Resources Department.

The Company will, in its discretion, review social media activity to the fullest extent permitted by applicable law. If you engage in social media activity anonymously or using a pseudonym, which violates this Policy, the Company will, in appropriate circumstances, take steps to determine your identity.

Employees should expect the Company to monitor compliance with this policy, including accessing any information posted, created, or exchanged on social media, without prior notice to the employee, to the extent permitted by law. Failure to comply with these policies could lead to discipline up to and including termination. The above policies, practices, and guidelines are not intended to be exhaustive, and Company reserves the right to take appropriate action in any circumstance involving an employee's posting of content on the Internet, in accordance with applicable law.

Employees are solely responsible for their social media activity and will be held accountable for violating this Policy. Failure to comply with this Policy may lead to discipline, up to and including termination of employment, and if appropriate, the Company will pursue all available legal remedies. The Company also may report suspected unlawful conduct to appropriate law enforcement authorities. The Company will not construe or apply this Policy in a manner that improperly interferes with or limits employees' rights under the National Labor Relations Act.

#### TT. **WORKPLACE VIOLENCE**

The Company is committed to providing a working environment free of work place violence, which includes verbal or physical threats of violence, aggressive behavior, violent outbursts, threats, or use of weapons of any kind. Work place violence will not be tolerated under any circumstances and will lead to disciplinary action, up to and including termination.

Specific examples of conduct which may be considered a threat or an act of inappropriate behavior under this policy include, but are not limited to:

- Intimidating or threatening physical or aggressive conduct directed toward another individual;
- Threatening an individual or his or her family, friends, employees, or property with physical harm;
- The destruction or threat of destruction of Company property or another's property;
- Harassing or threatening phone calls;
- Surveillance;
- Stalking;
- Veiled threats of physical harm or like intimidation.

Violations of this policy may lead to disciplinary action, up to and including termination.

The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage to corporate property in the event that someone, for whatever reason, may be unhappy with a corporate decision or action by an employee or member of management.

If you receive or overhear any threatening communications from an employee or outside third party, report it to your supervisor at once. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee or visitor to our premises, contact an emergency agency (such as 911) immediately.

All reports of work-related threats will be kept confidential to the extent possible, investigated and documented. Employees are encouraged to report and participate in an investigation of any suspected or actual cases of workplace violence. Your failure to report or fully cooperate in the corporation's investigation could result in discipline.

Violations of this policy will not be permitted and may result in disciplinary action up to and including termination.

UU. **DEDICATION OF SERVICES**

Employee agrees that while Employee is employed by the Company, during the Company's normal business hours, Employee shall devote Employee's entire productive time, ability and attention to the business of the Company. The Employee further agrees that during the period of employment by the Company, Employee will not, without the Company's prior written consent, directly or indirectly engage in any employment, consulting, or other activity which would conflict with Employee's employment obligations to the Company.

VV. **SAFE OPERATION OF VEHICLES**

Employees may be asked to operate their own vehicles as part of their job duties for the Company. In the course of such operation, employees are expected to exercise good judgment and safe-driving practices at all times, including avoiding any activity which may distract their attention from the road or violate any law. Such activity includes, but is not limited to, speeding or other reckless driving, ingesting alcoholic beverages, or unsafe use of a cell phone while operating a vehicle.

Employees operating a motor vehicle in performance of their work must maintain a safe driving record. One of the important indicators of a safe driver is an individual's Motor Vehicle Record (MVR). An MVR may be obtained for all employees operating a motor vehicle in performance of their work when the employee is hired, when the employee is involved in an accident while working, and for any other reason or at any time the Company believes is necessary to assure safe vehicle operations, as permitted by any applicable local, state, or federal law.

Employees who operate a motor vehicle in an unsafe manner or who fail to maintain a safe driving record may be subject to disciplinary action, up to and including termination of employment.

Employees driving while in the course of their employment are required to observe all vehicle and traffic regulations at all times, and operate the vehicle in a safe, courteous, and responsible manner. This includes wearing seat belts at all times and ensuring passengers do so, as well. The Company expects employees whose job responsibilities include regular or occasional driving and who use a cell phone for business use to refrain from using their phone while driving. Safety must come before all other concerns. Regardless of the circumstance, including slow or stopped traffic, the Company strongly encourages employees to pull over to the side of the road and safely stop the vehicle before placing or accepting a call. If employees must take or make a phone call, they must use a hands-free option such as a headset or speaker phone. No employee shall use any cellular device while driving unless the car or phone has Bluetooth or any other type of hands-free capability. Under no circumstances are employees to place themselves or others at risk to fulfill business needs. Employees who are charged with traffic violations resulting from the use of their phone while driving may be solely responsible for all liabilities resulting from such actions. Violations of this policy will be subject to disciplinary actions, up to and including termination of employment.

#### **WW. OFF-DUTY RECREATIONAL ACTIVITIES, SOCIAL, OR ATHLETIC FUNCTIONS**

From time to time the Company may organize off-duty recreational, social, or athletic functions (e.g., picnics, barbecues, parties, softball games, basketball games, etc.) that are not part of an employee's work-related responsibilities. While such functions are organized for the enjoyment of all employees, participation is strictly voluntary. In addition, participation in any sport, event, or other activity while attending a function is entirely voluntary. Attendance at such Company organized functions has no impact whatsoever on continued employment, bonuses, salary, promotions, or any other compensation or benefits. Accordingly, the Company or its



insurance carrier may not be liable for the payment of workers' compensation benefits for any injury which arises out of an employee's voluntary participation in such functions.

**XX. OFF-DUTY USE OF FACILITIES**

Employees may not be on Company premises or use Company facilities while not on duty. Employees may not use Company facilities or equipment for personal use.

**YY. SOLICITATION & DISTRIBUTION**

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

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

Certain exceptions are permitted, such as for Company-sponsored charitable giving committee-related activities authorized by the President.

Employees are also prohibited from engaging in solicitation and distribution to customers at any time.

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

**ZZ. CONFLICT OF INTEREST**

Gordon Prill, Inc. demands all employees maintain the highest level of integrity and objectivity in performing their job duties. Employees are expected to conduct their business dealings with suppliers, vendors and customers in a manner that will avoid any conflict of interest, or appearance of a conflict of interest between the employee's interests and the interest of the

Company. Any solicitation of, or requirement of, gratuities or gifts from suppliers, vendors, co-workers or from any other third party is strictly prohibited.

It is essential for the protection of both the employee and Gordon Prill, Inc. to avoid any situations which might constitute a conflict of interest, such as employment by or financial interest in the business of a competitor, supplier, or customer of Gordon Prill, Inc. Therefore, Gordon Prill, Inc. has adopted the following guidelines:

A. As a condition of employment, no employee or any member of employee's immediate family, without prior written consent of a Principal at Gordon Prill, Inc., may have any financial interest in any of the following:

1. A business supplying Gordon Prill, Inc.;
2. A customer of Gordon Prill, Inc.; or
3. A competitor of Gordon Prill, Inc..

B. Gordon Prill, Inc. will not rent, lease or buy other property for its operations from an employee or an employee's relative without the prior written consent of a principal at Gordon Prill, Inc..

C. An employee may not do business with a relative on behalf of Gordon Prill, Inc. without prior written consent of a principal at Gordon Prill, Inc.

D. An employee may not give or accept a gift, loan or unreasonable favors from a person having business relations with Gordon Prill, Inc. This does not prohibit small gifts or casual entertainment, which are ethically proper. If a person offers an employee a gift or unreasonable favor, the employee has a duty to immediately report the incident to a principal at Gordon Prill, Inc. Any employee who is involved in a conflict of interest or breach of confidentiality will be subject to disciplinary action up to and including termination.

AAA. **CONFIDENTIAL FILES AND INFORMATION**

As an employee of Gordon Prill, Inc. you represent Gordon Prill, Inc. to those with whom you come in contact on both a personal and business level. Therefore, your conduct should be such that it will reflect favorably on you and the organization.

Careful custody and handling of Gordon Prill, Inc. documents or materials containing confidential information are of critical importance to the well-being of Gordon Prill, Inc. Each employee is responsible for safeguarding against the theft, loss, unauthorized use or disclosure of this information. Therefore, if in the course of your work you have access to such material, you must take whatever steps are necessary to assure that it is handled, stored, transmitted or destroyed in a manner which will preclude loss or misuse. Such material may not be copied without the express consent of the originator. Never discuss or disclose such trade secrets, confidential information, or property, either directly or indirectly with or in the presence of persons outside the Company, or those employees who do not have a need to know, either during employment or at any time thereafter. As more fully set forth in the Electronic Communications Usage policy, exceeding authorized access to Company confidential information, computer systems and data bases will be grounds for disciplinary action, up to and including termination, and may result in criminal prosecution under state and federal law, including the Computer Fraud and Abuse Act.

Some common confidential matters are:

1. Employee names, addresses and telephone numbers.
2. Employee salaries, performance reviews, and personnel files.
3. Company expenses and financial data.
4. Marketing and sales data and plans.
5. New service developments.
6. Company clients.
7. Design templates, cost templates, schedule templates, contract templates
8. Anything marked “Confidential”, “Company Private”, “Secret”,

“Personal”, etc. Such private and confidential information should be given only to those persons

in Gordon Prill, Inc. who have a need and authority to know in order to function in their jobs. For everyone else, inside or outside Gordon Prill, Inc., confidential means confidential and that the information must not be disclosed under any circumstances without advance approval of a principle of the Company.

No confidential information WHATSOEVER is to be given by any Employee over the telephone to any person without prior approval. If a call is suspect, it should be routed or reported immediately to a principal at Gordon Prill, Inc. In addition, no information is to be given to a person soliciting information in person. Again, a principal at Gordon Prill, Inc. should be notified immediately.

Employees who use cell phones, cordless phones, portable computers, and facsimile machines should not use these methods for communicating confidential or sensitive information or any trade secret or proprietary information. Employees are not to use their cell or video phones to take unauthorized photographs or videos of proprietary, trade secret or confidential information of Gordon Prill, Inc. Unauthorized disclosure of any information shall result in discipline up to and including termination.

All employees will also be required to sign the Company's separate Confidentiality Agreement. The obligations to maintain the confidentiality of the documents described in this section of the employee handbook, also apply to employees after the termination of their employment.

### **BBB. FRATERNIZATION**

In order to promote the efficient operation of the company's business, to facilitate the legitimate business concerns of Gordon Prill, Inc., and to avoid misunderstandings, complaints of favoritism, other problems of supervision, security, and morale, and possible claims of sexual harassment, all employees are forbidden to date or pursue romantic and/or sexual relationships with employees whom they supervise, either directly or indirectly. If an issue develops in this

regard you need to notify your immediate supervisor immediately. Employees who violate this guideline will be subject to discipline, up to and including termination of employment.

If a romantic relationship develops between a manager and a subordinate, both employees must immediately disclose the existence of their relationship to a manager so that appropriate measures may be taken.

If management deems, in its sole discretion, that the relationship may pose an actual or potential conflict of interest, the Company may ask the employees to decide who will transfer (if another position for which the employee is qualified is available) or resign. Failure to approach the Company about a possible violation of this policy may result in disciplinary action, up to and including termination. Employees should also refer to the Company's strict policy against unlawful harassment, including sexual harassment, as detailed in this handbook.

### CCC. **MOONLIGHTING**

While the Company does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the Company's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the Company's or their own integrity, reputation, or credibility. Illegal off-duty conduct on the part of an employee that adversely affects the Company's legitimate business interests or the employee's ability to perform his or her job will not be tolerated.

While employed at the Company, employees are expected to devote their energies to their jobs with the Company. The following types of outside employment may create a conflict of interest and are generally discouraged and/or prohibited:

Employment that conflicts with an employee's work schedule, duties, and responsibilities;

Employment that creates a conflict of interest or is incompatible with the employee's employment with the Company;

Employment that impairs or has a detrimental effect on the employee's work performance with the Company;

Employment that requires the employee to conduct work or related activities on the Company's property during the Company's working hours or using the Company's facilities, involves customers and/or company equipment; and

Employment that directly or indirectly competes with the business or the interests of the Company.

Employees who wish to engage in outside employment that may create a real or apparent conflict of interest must submit a written request to management explaining the details of the outside employment. The Company assumes no responsibility for the outside employment. The Company will not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of outside employment.

#### **DDD. INJURY AND ILLNESS PREVENTION PROGRAM ("IIPP")**

The personal safety of each employee is extremely important. The prevention of work-related injuries and illnesses is of such importance that it will take precedence over operating productivity whenever necessary. In keeping with this commitment, and as required by law, the Company has established an Injury and Illness Prevention Program (IIPP).

The Company's safety program consists of the following:

- Providing mechanical and physical safeguards to the maximum extent possible;
- Conducting periodic safety inspections to find and eliminate unsafe working conditions or practices;
- Training all employees in good safety and health practices;

- Providing necessary personal protective equipment along with instructions for proper use and care;
- Developing and enforcing safety rules, and requiring employees to follow these rules as a condition of employment;
- Investigating promptly and thoroughly, every work-related injury or illness to determine its cause and to correct the problem so that it will not happen again.

The Company's objective is a safety program that will reduce the number of occupational injuries and illnesses to zero.

In keeping with this program, all Company personnel must attend fire drills, disaster drills, fire classes, and safety trainings as required by the Company and may be implemented by designated employees or contracted agencies. Failure to do so will be treated the same as insubordination of a supervisors instructions. In the event of natural or manmade disasters or events, all employees must comply with instructions issued either by designated Company employees or emergency officials such as those from police or fire departments.

### EEE. **HIRING OF RELATIVES**

The Company will not hire relatives where actual or potential problems may arise regarding supervision, security, safety, or morale, or where potential conflicts of interest exist. "Relatives" are defined to include spouses, children, siblings, parents, in-laws and step-relatives.

Relatives of employees may be eligible for employment with the Company only if individuals involved do not work in a direct supervisory relationship, or in job positions in which a conflict of interest could arise or where one relative may impact the terms and conditions of employment of another relative. Present employees who marry will be permitted to continue working in the job position held only if they do not work in direct supervisory relationship with one another or in job positions involving conflict of interest. If such a conflict does arise the

Company will consider whether reasonable accommodations can be made to eliminate the actual or potential problems.

**FFF. COMMUNICATIONS WITH YOUR SUPERVISOR**

Gordon Prill, Inc. believes that the success and strength of any company and the progress and well-being of its individual employees depend in a large measure upon an open and responsive system of communication fostering an effective and mutually beneficial exchange of ideas.

In your supervisor's day-to-day contact with you, he/she will attempt to keep you informed on Gordon Prill, Inc. matters relevant to your work and also bring to the attention of management those problems and areas of concern and interest which may affect, directly or indirectly, the relationship between you and Gordon Prill, Inc.. Therefore, in order to maintain a meaningful dialogue, the communications between you, your supervisor, and Gordon Prill, Inc. must be candid and free-flowing, responsive to mutual concerns and sensitive to both personal and Gordon Prill, Inc. goals and objectives. Your cooperation in making this a success is crucial.

**GGG. POLICY REGARDING PROPERTY, PRIVACY AND SEARCHES**

Desks, storage areas, work areas, lockers, file cabinets, credenzas, computer systems, office telephones, modems, facsimile machines, duplicating machines and Gordon Prill, Inc. vehicles are Gordon Prill, Inc.'s property and must be maintained according to this policy. Employees should have no expectation of privacy in regard to these areas and items, including any personal items that are brought into or located on Company premises. All such areas and items must be kept clean and are to be used only for work purposes, except as provided in this policy. Gordon Prill, Inc. reserves the right, at all times, and without prior notice, to inspect and search any and all Gordon Prill, Inc. property, and any personal property located within Company property, for the purpose of determining whether this policy or any other Gordon Prill, Inc. policy has been violated, or whether such inspection and investigation is necessary for purposes of



promoting safety in the workplace or compliance with state and federal laws. Such inspections may be conducted during or after business hours and in the presence or absence of the employee.

Gordon Prill, Inc.'s computer systems and other technical resources, including any voice mail or E-mail systems, are provided for use in the pursuit of Gordon Prill, Inc.'s business and are to be used only in that pursuit, except as provided in this policy. As a result, computer data, voice mail and E-mail are readily available to numerous persons. If, during the course of your employment, you perform or transmit work on Gordon Prill, Inc.'s computer systems or other technical resources, your work may be subject to the investigation, search and review of others in accordance with the Electronic Communications Usage policy. Any information that is discovered as set forth in the monitoring explained in the Electronic Communications Policy may be used in the Company's discretion, including but not limited to for discipline or to provide to a third party.

Gordon Prill, Inc. recognizes that employees may occasionally find it necessary to use Gordon Prill, Inc.'s telephones for personal business. Such calls must be kept to a minimum and must be made only during break or lunch periods. All personal, long distance telephone calls must be reported to Gordon Prill, Inc. in a timely manner and charged to the employee who made the call.

Employees of Gordon Prill, Inc. are otherwise permitted to use Gordon Prill, Inc.'s equipment for occasional, non-Gordon Prill, Inc. purposes with permission from their direct supervisors. Nevertheless, the employee has no right of privacy as to any information or file maintained in or on Gordon Prill, Inc.'s property or transmitted or stored through Gordon Prill, Inc.'s computer systems, voice mail, E-mail or other technical resources (See Electronic Communications Usage policy). All bills and other documentation related to the use of Gordon Prill, Inc. equipment or property are the property of Gordon Prill, Inc. and may be reviewed and used for purposes that Gordon Prill, Inc. considers appropriate.

The Company may install Global Positioning Systems (GPS) in certain Gordon Prill, Inc. provided cell phones and in certain Gordon Prill, Inc. vehicles. If a Company provided cell phone or vehicle has a GPS installed, the employee or employees driving this vehicle will be notified of this fact. All employees operating such vehicles will be required to sign an acknowledgement indicating they are aware the GPS system is in place in the Company cell phone or vehicle.

#### **HHH. VIDEO SURVEILLANCE POLICY**

In response to possible workplace theft and other employee misconduct, the Company may install video surveillance cameras in work areas, including but not limited to, storage areas, entrances, exits and other areas where employees work with cash or valuables.

If there is any reported incident of theft, trespass, workplace violence, employee misconduct or any type of safety violation (hereafter collectively referred to as “security incidents”), the Company will utilize its surveillance equipment as an investigatory tool. As well, the Company will make use of its surveillance equipment to deter any future security incidents.

The Company also reserves the right to actively monitor, through its surveillance cameras, any areas for safety reasons (to protect against failure, breakage, or accident) or confidentiality reasons (to protect documents or other proprietary information). Although the video surveillance policy is intended to monitor for security incidents and other safety reasons at the Company, it is possible that such surveillance may monitor activities not related to the Company’s business.

The Company respects the privacy of its employees. Accordingly, there will be no video cameras installed in the Company’s restrooms or in any changing areas.

The surveillance video cameras and any videotapes prepared from the surveillance are to be used solely for the purposes of this video surveillance policy. Any unauthorized use of

these video cameras and/or videotapes is strictly forbidden and may result in discipline leading up to and including termination of employment.

### III. **RETURN OF COMPANY PROPERTY**

Upon separation of employment, all Company property must be returned to the Company immediately. Such items may include but is not limited to; phone, computer, keys, tools, credit cards, uniforms, safety gear and equipment, Company shirts, vehicles and office supplies.

# Employee Forms

**Gordon Prill, Inc.**

**AGREEMENT AND ACKNOWLEDGEMENT  
OF RECEIPT OF EMPLOYEE HANDBOOK**

Employer and Employee agree that this Handbook exclusively sets forth the Company's employment policies and procedures and represents and expresses their complete agreement regarding the terms and conditions of employment. Employer and Employee further agree that none of these policies and procedures can be amended, modified or altered in any way by oral statements or in any other way, but can only be altered by written amendment signed by a principal of Gordon Prill, Inc., but the Company can change any and all policies or practices at any time.

I hereby acknowledge receipt of the Employee Handbook for Gordon Prill, Inc. I have thoroughly read and understand the Company policy and rules set forth in the Employee Handbook of Gordon Prill, Inc. and agree to abide by them.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Name (please print)



## **ACKNOWLEDGMENT OF RECEIPT OF ANTI-HARASSMENT AND EEO POLICY**

I acknowledge receipt of the Company's policy against discrimination, harassment, and retaliation, as detailed in the employee handbook. I understand that I may be held personally liable and responsible for acts of harassment that I commit, condone, tolerate, or fail to investigate. I will comply with the requirements of this policy at all times.

I understand that the Company is committed to principles of equal opportunity for all employees. In accordance with this policy, the Company does not engage in impermissible discrimination based on any protected characteristic, including an individual's disability. The Company will make reasonable accommodations that are necessary to comply with state and federal disability discrimination laws. The Company will make reasonable accommodations for the known physical or mental disability or known medical condition of an employee, consistent with its legal obligations to do so.

As part of its commitment to make reasonable accommodations, the Company will participate in a timely, good faith, interactive process with a disabled applicant or employee to determine effective reasonable accommodations, if any, that can be made in response to a request for accommodations. Employees are invited to identify reasonable accommodations that can be made to assist them to perform the essential functions of the position they seek or occupy. I understand that I should contact management as soon as possible to request the opportunity to participate in a timely interactive process. I also acknowledge receipt of the Company's Equal Employment Opportunity Policy and Accommodations of Disabilities Policy and will comply with the requirements of the policies at all times.

---

Employee Signature

---

Date

---

Employee's Name

**Gordon Prill, Inc.**

**ACKNOWLEDGEMENT OF AT-WILL EMPLOYMENT**

I understand and agree that my employment may be terminated by Gordon Prill, Inc. at any time, with or without cause, and with or without notice, at the option of either the Company or myself. I also understand and agree that the Company retains the right to demote, transfer, change my job duties, and change my compensation or any other terms and conditions of employment at any time with or without notice and with or without cause in its sole discretion to the extent permitted by and in accordance with applicable law. Employer and Employee further agree that this at-will employment policy cannot be amended, modified or altered in any way by oral statements or in any other way, and can only be altered by written amendment signed by a principal of Gordon Prill, Inc.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Name (please print)



**Gordon Prill, Inc.**

**EMPLOYEE ACKNOWLEDGMENT OF VIDEO SURVEILLANCE POLICY**  
**AND GLOBAL POSITIONING SYSTEMS**

I have taken notice and read the Video Surveillance Policy and acknowledge and accept as a condition of employment the existence of video surveillance at Gordon Prill, Inc. to maintain a safe work environment and general security.

**AND**

I am also aware that when I **use a Company cell phone or** drive Company vehicles that there may be Global Positioning Systems (GPS) installed in some of the vehicles.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Name (please print)

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

# Gordon Prill, Inc.

## PERSONAL LEAVE OF ABSENCE

Employee Name \_\_\_\_\_

Job Title: \_\_\_\_\_ SSN#: \_\_\_\_\_

I hereby request a personal leave of absence for the period from \_\_\_\_\_ to \_\_\_\_\_. I understand that the maximum period of time which may be granted as leave is one (1) month.

I also understand that if I do not return to work at the end or before the completion of the \_\_\_\_\_ period I will be considered to have voluntarily resigned my job with the Company. I understand that extensions will not be granted.

I understand that this personal leave is a non-paid leave of absence and the approval of the leave is at the complete discretion of management. I also understand that this leave of absence request must be made in writing and that any leave of absence granted must also be in writing.

I also understand that a leave of absence for \_\_\_\_\_ or longer at one time will cause the dates for purposes of merit review to be adjusted.

I also understand that my return to work from a leave of absence is contingent upon an available opening at that time and that I should verify that my job is available with the Company before reporting back to work.

I also understand that the Company does not pay my health premiums during a personal leave of absence and that if I wish to continue my insurance coverage during a leave of absence I must pre-pay my health insurance coverage.

Personal leaves of absence will not apply to any absence that is governed by an applicable law.

Dated: \_\_\_\_\_  
Employee Signature \_\_\_\_\_

---

### FOR OFFICE USE ONLY

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

Leave Approved: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

Leave Rejected: \_\_\_\_\_

Employee must return to work by \_\_\_\_\_ or will be considered a voluntary resignation.

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

Copy given to employee by \_\_\_\_\_ on \_\_\_\_\_

**Gordon Prill, Inc.**

**MEDICAL LEAVE OF ABSENCE**

Employee Name: \_\_\_\_\_

Job Title: \_\_\_\_\_ SSN#: \_\_\_\_\_

I hereby request a leave of absence due to my medical condition for the period from \_\_\_\_\_ to \_\_\_\_\_. I understand that the maximum period of time which may be granted as a leave at any one time is \_\_\_\_\_.

I understand that if I cannot return to work at the end of my medical leave of absence, the Company will consider the type of leave I am using and make a decision regarding whether any additional leave is available based on an evaluation of the needs of the Company and the application of applicable state and federal laws.

This application for a leave must be accompanied by a doctor’s certificate which certifies that a leave is necessary.

Before I return to work, I agree to provide the Company with a release from my doctor which states that I am medically able to return to work. I will keep the Company informed of the date on which I expect to return to work, and understand that my return to work is contingent on an available opening.

If my leave is approved, I understand that my health insurance benefits, which are ordinarily provided for by the Company if I am a full time employee (\_\_\_\_\_ hours per week), will be continued for \_\_\_\_\_ from the start of the leave. Insurance coverage will cease for time exceeding \_\_\_\_\_ unless I prepay the premiums on a monthly basis. I acknowledge that if I do not do so, I will no longer have health insurance coverage through the Company. The Company will provide full health insurance coverage upon reinstatement.

Medical leaves of absence will not apply to any absence that is governed by an applicable law, or if they are, will be governed by and provided in accordance with applicable law.

Dated: \_\_\_\_\_  
Employee Signature

---

**FOR OFFICE USE ONLY**

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

Leave Approved: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

Leave Rejected: \_\_\_\_\_

Employee must return to work by \_\_\_\_\_ or will be considered a voluntary resignation.

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

Copy given to employee by \_\_\_\_\_ on \_\_\_\_\_

**Gordon Prill, Inc.**

**MATERNITY LEAVE OF ABSENCE**

Employee Name: \_\_\_\_\_

Job Title: \_\_\_\_\_ SSN#: \_\_\_\_\_

I hereby request a leave of absence due to my medical condition for the period from \_\_\_\_\_ to \_\_\_\_\_. I understand that the maximum period of time which may be granted as a leave at any one time is four (4) months (88 workdays).

I also understand that my leave of absence will only be for the period of my temporary disability resulting from my pregnancy to a maximum of four (4) months (88 workdays).

I also understand that if I do not return to work at the end of or before the completion of the four month period, I will be considered to have voluntarily resigned my job with the Company. I understand that extensions will not be granted.

This application for a leave must be accompanied by a doctor's certificate which certifies that a maternity leave is necessary.

Before I return to work, I agree to provide the Company with a release from my doctor which states that I am medically able to return to work. I will keep the Company informed of the date on which I expect to return to work.

If my leave is approved, I understand that my health insurance benefits, which are ordinarily provided for by the Company if I am a full time employee (\_\_\_\_\_ hours per week), will be continued for \_\_\_\_\_ from the start of the leave. Insurance coverage will cease for time exceeding \_\_\_\_\_ unless I prepay the premiums on a monthly basis. I acknowledge that if I do not do so, I will no longer have health insurance coverage through the Company. The Company will provide full health insurance coverage upon reinstatement.

Leaves taken under California PDL will be provided and governed in accordance with all applicable law.

Dated: \_\_\_\_\_  
Employee Signature

---

**FOR OFFICE USE ONLY**

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

Leave Approved: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

Leave Rejected: \_\_\_\_\_

Employee must return to work by \_\_\_\_\_ or will be considered a voluntary resignation.

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

Copy given to employee by \_\_\_\_\_ on \_\_\_\_\_

**Gordon Prill, Inc.**

**Meal & Rest Period Premium  
Authorization Form**

**(For Non-exempt Employees Only)**

- Required to work through some or all of my first, 30-minute meal period on \_\_\_\_\_
- Required to take my meal period after the fifth hour in the workday on \_\_\_\_\_
- Required to work through some or all of my second, 30-minute meal period on \_\_\_\_\_
- Not authorized and permitted to take first rest period on \_\_\_\_\_
- Not authorized and permitted to take second rest period on \_\_\_\_\_
- Not authorized and permitted to take third rest period on \_\_\_\_\_
- Not authorized and permitted to take fourth rest period on \_\_\_\_\_

\_\_\_\_\_  
Employee (print first/last name)      Date

Employee ID No. \_\_\_\_\_

- Approved meal period premium
- Approved rest period premium

\_\_\_\_\_  
Supervisor                                      Date

Supervisor ID No. \_\_\_\_\_

**Submit approved form to Payroll Department**