

# Employee Handbook

## California

<b>INTRODUCTION.....</b>	<b>2</b>
1. Introduction.....	2
2. Handbook Interpretation/Consistency With Applicable Law.....	2
3. “At-Will” Employment.....	2
4. Equal Employment Opportunity.....	3
5. Anti-Harassment and Abusive Conduct.....	4
6. Confidentiality.....	8
<b>EMPLOYMENT POLICIES AND PRACTICES.....</b>	<b>8</b>
7. Employee Classifications.....	8
8. Independent Contractors.....	9
9. Job Duties.....	9
10. Immigration Law.....	9
11. Hiring Minors.....	9
12. Personnel Records.....	9
13. Employee References.....	10
14. Employee Referrals.....	10
15. Performance Reviews.....	11
16. Bonuses.....	11
17. Employment of Relatives.....	11
18. Termination, Discipline, and Standards of Conduct.....	12
19. Off-Duty Conduct and Outside Employment.....	14
20. Retaliation.....	14
21. Drug and Alcohol Usage.....	15
22. Business Gifts and Ethics.....	16
23. Locker And Desk Inspection Policy.....	17
24. Personal Packages And Articles.....	17
<b>Compensation and Work Schedules.....</b>	<b>17</b>
25. Payment of Wages.....	17
26. Payroll Deductions.....	18
27. Garnishments.....	18
28. Timekeeping Requirements.....	18
29. Policy Regarding Exempt Employees.....	18

30.	Overtime for Non-Exempt Employees .....	19
31.	Administrative Pay Corrections .....	19
32.	Reporting to Work Pay .....	20
33.	Mandatory Meeting and Training Pay .....	20
34.	Work Schedule.....	20
35.	Meal Periods and Rest Breaks .....	21
36.	Recovery Period.....	22
37.	Lactation Accommodation.....	23
38.	Punctuality and Attendance .....	23
39.	Company Policy Clarification.....	24
	<b>CORPORATE COMMUNICATIONS.....</b>	<b>24</b>
40.	Open Door Communications .....	24
41.	News Media Contacts .....	25
42.	Social Media .....	25
	<b>BENEFITS.....</b>	<b>27</b>
43.	Holidays .....	27
44.	Vacation .....	28
45.	Sick Time .....	29
46.	Development Reimbursement Plan.....	31
47.	Insurance Benefits.....	32
48.	Pawternity Benefit .....	32
49.	401(k) Employee Retirement Plan.....	32
50.	Disability Insurance .....	33
51.	Paid Family Leave/Parental Leave Benefits .....	33
52.	Workers' Compensation .....	34
53.	Severance Pay .....	34
	<b>LEAVES OF ABSENCE .....</b>	<b>35</b>
54.	General Leave of Absence .....	35
55.	Family Care and Medical Leave and Pregnancy Disability Leave.....	35
56.	Family and Medical Leave Act/California Family Rights Act.....	37
57.	Workers' Compensation Leave.....	41
58.	Military Leave.....	42
59.	Time Off for Military Spouses.....	43
60.	Bereavement Leave.....	43
61.	Jury Duty and Witness Leave .....	43
62.	Domestic Violence, Stalking, and Sexual Assault Leave .....	44
63.	Victims of Crime Leave.....	45
64.	Time Off for Voting.....	45
65.	Time Off To Participate In School And Child-Related Activities.....	46
66.	School Appearance Leave.....	46
67.	Alcohol and Drug Rehabilitation Leave .....	47
68.	Offset Provision .....	47

**OPERATIONAL CONSIDERATIONS ..... 47**

- 69. Equipment Use ..... 47
- 70. Cell Phones ..... 47
- 71. Technology Systems ..... 48
- 72. Company-Sponsored Events ..... 60
- 73. Health and Safety ..... 60
- 74. Ergonomics ..... 61
- 75. Security ..... 61
- 76. Prevention of Violence in the Workplace ..... 61
- 77. Smoking ..... 62
- 78. Housekeeping ..... 62
- 79. Off-Duty Use of Facilities ..... 62
- 80. Conducting Personal Business ..... 63
- 81. Dress Code and Grooming Standards ..... 63
- 82. Celebrity Guests ..... 64
- 83. Customer Relations ..... 64
- 84. Employees Who Are Required to Drive ..... 65
- 85. Prohibited Use of Cell Phone and Electronic Communication Devices While  
Driving ..... 65
- 86. Expense Reimbursements ..... 66
- 87. Travel, Entertainment, and Other Business Expenses ..... 66
- 88. Recreational Activities and Programs ..... 71
- 89. Inclement Weather and Natural Disasters ..... 71
- Handbook Acknowledgement and Receipt Form ..... 73

## **ABOUT WINES OF THE HUNEEUS FAMILY**

Spanning generations, the fine wines of our family reflect a sense of place and a passion for excellence. After years of running global wine companies, father and son, Agustin Huneus and Agustin Francisco Huneus, teamed up in 2005 to establish a portfolio of wines that represent the finest vineyard estates, appellations, and wines in Napa, Sonoma, and Willamette.

It takes generations of focus, passion, and determination to build some of the greatest wine brands in the world. Today, the critically acclaimed wines and estates include Quintessa, Flowers, Faust, Benton-Lane, Leviathan, and Illumination.

## **THE HUNEEUS FAMILY**

Vintner Agustin Huneus has been discovering great vineyards of the world spanning five decades and 15 countries. Agustin and his wife, Valeria, founded the Quintessa estate in the renowned Rutherford District of Napa Valley in 1990, and in 2005, after years of running global wine companies, father and son, Agustin Huneus and Agustin Francisco Huneus, established a family portfolio of wines that represent the finest vineyard estates, appellations, and wines in both North and South America.

## **HUNEEUS WINES**

In addition to the Quintessa estate, the family's vineyard and winery projects include Faust Cabernet Sauvignon and Illumination Sauvignon Blanc. In 2009, the Huneus family forged a partnership with Joan and Walt Flowers of Flowers Vineyards & Winery, pioneering vintners who, in 1989, established two extraordinary vineyards dedicated to world-class Chardonnay and Pinot Noir in the extreme Sonoma Coast.

In 2017, Andy Erickson, former winemaker for Screaming Eagle, joined as a partner on his red blend project Leviathan, which began in 2004. Most recently in 2018, the Huneus family has partnered with longtime family friends Steve and Carol Girard of Benton-Lane from the Willamette Valley, Oregon.

## **INTRODUCTION**

### **1. Introduction**

This Employee Handbook (“Handbook”) is designed to familiarize employees with the policies, practices, and benefits of Huneeus Wines (“Huneeus Wines” or the “Company”). All employees are required to read and understand the provisions of this Handbook. Circumstances will undoubtedly require that the policies, practices, and benefits described in this Handbook change from time to time. Accordingly, except for the “At-Will” Employment policy, the Company reserves the right to revise, modify, suspend, rescind, delete, or add to any and all policies, procedures, work rules, or benefits stated in this Handbook from time to time in its sole and absolute discretion. The Company will attempt to provide notification of such changes when they occur. Each new version of the Company policy will supersede and replace all previous versions as of its effective date. This Handbook supersedes all prior Handbooks and/or policies and all inconsistent oral or written statements.

### **2. Handbook Interpretation/Consistency With Applicable Law**

This Handbook is designed to be consistent with all applicable laws. However, to the extent that any provision in this Handbook conflicts with any applicable law, including any state or local law or ordinance, the applicable law or ordinance will control, and the Handbook will be interpreted in a manner consistent with such law or ordinance. Additionally, if any state or local law or ordinance offers greater protection or benefits to employees than those outlined in the Handbook, the protections or benefits provided by such laws or ordinances will apply to employees working in the applicable states or localities. Employees should feel free to contact Human Resources with any questions regarding the Handbook or any state or local laws or ordinances that may apply to them.

### **3. “At-Will” Employment**

The Company employs its employees on an “at-will” basis. Employees may resign at any time, with or without advance notice and with or without cause. Likewise, the Company may terminate any employee at any time, with or without advance notice and with or without cause. Except for the President and CEO of the Company, no manager or other representative of the Company has any authority to agree on behalf of the Company to employ any employee for any specific period of time or to employ any employee on other than an “at-will” basis. Any agreement to employ an employee for a specific period of time or to employ an employee on other than an “at-will” basis may be effective only if signed by the President and CEO of the Company. Nothing in this Employee Handbook or in any oral or written statement shall be interpreted as in any way changing an employee’s at-will status.

None of the Company’s personnel documents or benefit plans constitute, or are intended to constitute, an express or implied contract guaranteeing employment or continued employment for any employee. THIS HANDBOOK IS NOT INTENDED TO AND DOES NOT

CONSTITUTE AN EMPLOYMENT CONTRACT FOR A SPECIFIED PERIOD OF TIME OR FOR TERMINATION ONLY FOR CAUSE.

This policy of at-will employment is the sole and entire agreement between you and the Company as to the duration of employment and the circumstances under which employment may be terminated.

Aside from the policy of “at-will” employment, the Company may modify the other terms and conditions pursuant to which it employs its employees at any time, with or without notice and with or without cause. Examples of the types of terms and conditions of employment that are within the sole discretion of the Company include, but are not limited to, the following: promotion; demotion; transfers; hiring decisions; compensation; benefits; qualifications; discipline; layoff or recall; termination; rules; hours and schedules; work assignments; job duties and responsibilities; production standards; subcontracting; reduction, cessation, or expansion of operations; sale, relocation, merger, or consolidation of operations; determinations concerning the use of equipment, methods, or facilities; or any other terms and conditions that the Company may determine necessary for the safe, efficient, and economic operation of its business.

#### **4. Equal Employment Opportunity**

The Company is an equal opportunity employer and makes employment decisions on the basis of merit and business needs. Except where required by law the Company does not tolerate discrimination against employees, applicants, interns, or other covered persons, by coworkers, supervisors, managers, or third parties on the basis of race, religious creed (including but not limited to religious dress and grooming practices), color, national origin, ancestry, physical disability, mental disability, protected medical condition, marital status (including registered domestic partnership status), sex (including but not limited to pregnancy, childbirth, breastfeeding and related conditions), age (40 and over), sexual orientation, military and veteran status, genetic information, gender, gender identity, gender expression, reproductive health decision-making, lawful off-duty marijuana use, or any other characteristic protected by applicable federal, state, or local law.

The Company also prohibits discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived to have any of those characteristics. All such discrimination is unlawful and all persons involved in the operations of the Company are prohibited from engaging in this type of conduct. Equal employment opportunity will be extended to all persons in all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, compensation, benefits, leaves of absence, discipline, layoff, recall, termination, and other terms and conditions of employment.

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 disabilities and known limitations related to pregnancy, childbirth or a related medical condition, such as lactation, of an otherwise qualified individual who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact Human Resources and request such an accommodation. Applicants or employees needing an accommodation should describe the accommodation needed to perform the job. Upon such a request, the Company will investigate to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform his or her job. Subject to any medical document and certification which may be requested, the Company will engage in an interactive process with the applicant or employee to identify possible accommodations, if any, that will help eliminate the limitation. If an accommodation is reasonable and will not impose an undue hardship, the Company will make the accommodation.

Any applicant or employee who believes that he or she has been subjected to any form of discrimination in violation of this policy should notify Human Resources or any member of the Leadership Team as soon as possible. The Company encourages people who believe that they have been subjected to discrimination to provide a written description of the incident(s) prompting their concern, including the names of the individuals involved and the names of any witnesses, but a written complaint is not required.

The Company will undertake a prompt, thorough, and objective investigation. The investigation will be conducted by a qualified person in an impartial manner that provides all parties with appropriate due process and reaches reasonable conclusions based on the evidence. Confidentiality will be maintained to the extent possible. However, due to the nature of such claims and discrimination and harassment investigations, complete confidentiality cannot always be maintained.

The investigation will include documentation and tracking for reasonable progress and timely closure based on the evidence collected. At the conclusion of its investigation, the Company will assess the evidence, make reasonable conclusions, and take appropriate remedial action. This action may include disciplinary action against the accused party, up to and including termination of employment.

The Company prohibits retaliation against employees for: (a) reporting incidents of discrimination or perceived discrimination, (b) making complaints of discrimination, or (c) participating in investigations of incidents of discrimination or perceived discrimination. Any report of retaliation will be promptly and thoroughly investigated in accordance with the Company's investigation procedures outlined above. If a complaint of retaliation is substantiated, appropriate disciplinary action, up to and including termination of employment, may be taken.

## **5. Anti-Harassment and Abusive Conduct**

The Company is committed to providing a work environment that is free of harassment or abusive conduct. In keeping with this policy, the Company strictly prohibits harassment or abusive conduct of any kind against employees, applicants, interns, or other covered persons, including harassment or abusive conduct based on race, religious creed (including but not limited to religious dress and grooming practices), color, national origin, ancestry, physical disability, mental disability, protected medical condition, marital status (including registered domestic partnership status), sex (including but not limited to pregnancy, childbirth, and breastfeeding and

related conditions), age (40 and over), sexual orientation, military and veteran status, genetic information, gender, gender identity, gender expression, reproductive health decision-making, lawful off-duty marijuana use, or any other characteristic protected by applicable federal, state, or local law.

The Company's Anti-Harassment policy applies to all persons involved in the operation of the Company and prohibits harassment by any employee of the Company, including supervisors and managers, as well as harassment of or by vendors, customers, and any other persons. It also prohibits harassment based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

### Sexual Harassment Defined

Sexual harassment is one specifically prohibited type of harassment. Applicable state and federal law defines sexual harassment as unwelcome or unwanted sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct of a sexual nature when:

- Submission to the conduct is an explicit or implicit term or condition of employment.
- Submission to, or rejection of, the conduct is used as the basis for an employment decision.
- The conduct had the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Harassing conduct can take many forms of offensive behavior. The following is a partial list of some types of unlawful harassment:

- Verbal Conduct such as epithets, derogatory comments, slurs, comments about an individual's body or dress, dirty jokes, persistent requests for dates, or unwanted sexual advances, invitations, or comments.
- Visual Conduct such as leering, making sexual gestures, derogatory cartoons, pictures, photographs, text messages, emails, drawings, or gestures.
- Physical Conduct such as assault, blocking normal movement, or interference with work directed at an individual because of his or her sex or other protected basis.
- Threats and demands to submit to sexual requests in order to keep a job or avoid some other loss, and offers of job benefits in return for sexual favors.
- Retaliation for having reported or threatening to report harassment.
- Widespread sexual favoritism.
- Cyberstalking that is using electronic communications, such as email or messaging, or messages posted to a website, blog, or discussion group to

harass or frighten someone.

It is unlawful for males to sexually harass females or other males, and for females to sexually harass males or other females. Harassment need not be motivated by sexual desire. The use of vulgar or profane language alone, even between members of the same sex, may be considered sexual harassment. Sexual harassment on the job is unlawful whether it involves coworker harassment, harassment by a supervisor, or harassment by persons doing business with or for the Company or by other non-employees at the workplace.

#### Other Types of Harassment

Prohibited harassment on the basis of race, color, religious creed (including, but not limited to, religious dress and grooming practices), age (40 and over), national origin, ancestry, citizenship, physical or mental disability, veteran or military status, marital status (including registered domestic partnership status), protected medical condition, pregnancy, sex, gender, gender identity, gender expression, sexual orientation, genetic information, reproductive health decision-making, lawful off-duty marijuana use, or any other protected basis includes behavior similar to sexual harassment, such as:

- **Verbal Harassment** – such as jokes, epithets, slurs, negative stereotyping, and unwelcome remarks about an individual’s body, color, physical characteristics, or appearance, questions about a person’s sexual practices, or gossiping about sexual relations.
- **Physical Harassment** – such as physical interference with normal work, impeding or blocking movement, assault, unwelcome physical contact, leering at a person’s body, and threatening, intimidating, or hostile acts that relate to a protected characteristic;
- **Written or Visual Harassment** – such as offensive or obscene email, text messages, internet postings, photographs, calendars, posters, cards, cartoons, drawings and gestures, display of sexually suggestive or lewd objects, unwelcome notes or letters, and any other written or graphic material that denigrates or shows hostility or aversion toward an individual, because of a protected characteristic, that is placed on walls, bulletin boards, or elsewhere on the Company’s premises or circulated in the workplace.
- **Abusive Conduct** – means conduct of an employer or employee in the workplace that a reasonable person would find hostile, offensive, and unrelated to an employer’s legitimate business interests. Abusive conduct may 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. A single act shall not constitute abusive conduct, unless especially severe and egregious.

The Company prohibits any and all conduct that may reasonably be interpreted as harassment as defined above whether or not such conduct rises to the level of unlawful harassment.

### Complaint Process

Any applicant or employee who believes that he or she has been subjected to any form of harassment in violation of this policy should notify Human Resources or any member of the Leadership Team as soon as possible. It is important that you bring that matter to the Company's attention promptly so that any concern of harassment can be investigated and addressed appropriately. The Company encourages people who believe that they have been subjected to harassment to provide a written description of the incident(s) prompting their concern, including the names of the individuals involved and the names of any witnesses, but a written complaint is not required.

The Company will undertake a prompt, thorough, and objective investigation. The investigation will be conducted by a qualified person in an impartial manner that provides all parties with appropriate due process and reaches reasonable conclusions based on the evidence. Confidentiality will be maintained to the extent possible. However, due to the nature of such claims and discrimination and harassment investigations, complete confidentiality cannot always be maintained.

The investigation will include documentation and tracking for reasonable progress and timely closure based on the evidence collected. At the conclusion of its investigation, the Company will assess the evidence, make reasonable conclusions, and take appropriate remedial action. This action may include disciplinary action against the accused party, up to and including termination of employment.

The Company prohibits retaliation against employees for: (a) reporting incidents of harassment or perceived harassment, (b) making complaints of harassment, or (c) participating in investigations of incidents of harassment or perceived harassment. Any report of retaliation will also be promptly and thoroughly investigated in accordance with the Company's investigation procedures outlined above. If a complaint of retaliation is substantiated, appropriate disciplinary action, up to and including termination of employment, may be taken.

Employees may be held personally responsible for sexual harassment. This is true regardless of whether the employer knows or should have known of the conduct and fails to take immediate and appropriate remedial/corrective action. Any supervisor or manager who knew about harassment and took no action to stop it or failed to report the harassment may be subject to discipline, up to and including discharge.

In accordance with our open door policy, we encourage you to contact your Department Head, Human Resources ((707) 286-2724 or (707) 286-2744) or any member of the Leadership Team with any questions or concerns. Your well-being is our utmost concern so we are here to help.

### Supervisor Responsibilities

Supervisors and managers have an obligation to report harassment and discrimination that they are aware of. Supervisors and managers who observe such conduct or who receive any complaints of misconduct must report the conduct or complaint to the Head of Human Resources so that an investigation can be made and corrective action taken.

## **6. Confidentiality**

In the course of doing work, employees may have access to confidential information regarding the Company, its suppliers, its customers, or perhaps even fellow employees. Each employee is responsible for safeguarding confidential information obtained in connection with his or her employment, and is prohibited from revealing or disclosing any such information unless it is necessary to do so in the performance of his or her duties. Access to confidential information should only be granted on a “need-to-know” basis and must be authorized by the employee’s manager. In addition, employees may not use the Company’s confidential information for their own benefit or for the benefit of any third party without the Company’s express written consent. Any breach of this policy will not be tolerated and legal action may be taken by the Company. As a condition of employment with the Company, employees may be required to execute an Employment Confidential Information Invention Assignment, setting forth their obligations regarding confidential information in greater detail. This policy shall not apply to the disclosure of confidential information to law enforcement or a government agency. Additionally, nothing in this policy prevents employees from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct an employee has reason to believe is unlawful.

## **EMPLOYMENT POLICIES AND PRACTICES**

### **7. Employee Classifications**

#### Regular Full-Time

Regular full-time employees are those scheduled to work and who do work a schedule of at least 30 hours or more per week. Regular full-time employees are eligible to participate in Company-sponsored benefits as outlined in the applicable policies.

#### Regular Part-Time

Regular part-time employees are those scheduled to work less than 30 hours per week. Regular part-time employees who work less than 30 hours per week will not be eligible to participate in Company-sponsored health benefits unless they meet the minimum ACA eligibility requirements.

#### Temporary Seasonal Employees

Temporary seasonal employees are those who have established an employment relationship with the Company, but who are assigned to work on an intermittent and/or defined short-term basis including interns. Temporary seasonal employees will not be eligible for Company-sponsored health benefits unless they meet the minimum ACA eligibility requirements. They are not eligible for any other Company-sponsored benefits except to the extent mandated by federal, state, or local law. In some instances, a temporary seasonal employee may be converted to a regular employee. For the conversion to be effective, the employee must be advised of such a change, in writing, by Human Resources.

At-Will Status

Since all employees are hired for an unspecified duration, these classifications do not guarantee employment for any specific length of time. Employment is at the mutual consent of the employee and the Company. Accordingly, either the employee or the Company can terminate the employment relationship at will, at any time, with or without cause or advance notice.

**8. Independent Contractors**

Independent Contractors are not employees of the Company, but perform work based on a contractual agreement. As such, independent contractors are not eligible for any Company-sponsored benefits.

**9. Job Duties**

Job responsibilities and performance standards will be communicated to each employee by their manager. Because flexibility is necessary, job responsibilities may change at any time during the course of employment. Employees are expected to perform all duties and assignments with the Company's legitimate business interests in mind. In addition to regularly assigned job responsibilities and duties, from time to time, employees may be asked to work on special projects or to assist with other work important to the operation of the department or Company. Full cooperation and assistance in performing such work is expected. The Company reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

**10. Immigration Law**

The Company is committed to complying with applicable immigration law, including the Immigration Reform and Control Act of 1986 (IRCA) and the Immigration Act of 1990. All offers of employment are contingent upon verification of identity and legal authority to work in the United States. On the first day of employment, employees will be required to provide original documents verifying the right to work and to sign a verification form required by federal law. If, at any time, an employee cannot verify his or her right to work in the United States, the Company may be obligated to terminate that employee's employment.

**11. Hiring Minors**

Managers must contact Human Resources before hiring any minor.

**12. Personnel Records**

Employees have a right to inspect or receive a copy of the personnel records the Company maintains relating to their performance or any grievance concerning them. Certain documents may be excluded or redacted from your personnel file by law, and there are legal limitations on the number of requests that can be made.

Any request to inspect or copy personnel records must be made in writing to Human Resources.

Employees can obtain a form for making such a written request from Human Resources.

The Company will restrict disclosure of an employee's personnel file to authorized individuals within the Company. Any request for information contained in personnel files must be directed to Human Resources. Only Human Resources 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 federal, state, or local agencies conducting official investigations and as otherwise legally required.

To ensure that personnel records are kept up-to-date, employees should inform their manager or Human Resources of any changes such as address, phone number, marital status, or changes in the number of dependents.

### **13. Employee References**

All requests for references must be directed to Human Resources. No manager or employee is authorized to release references for current or former employees. The Company's policy is to disclose the dates of employment and the title of the last position held. No other information will be provided.

### **14. Employee Referrals**

The best source for recruiting new employees is currently by referring employees to the Company. If employees refer someone who is hired for a regular full-time position, they will be eligible to earn an employee referral bonus in the amount of \$1,000.00 (net), provided that the conditions below are satisfied. If employees refer a seasonal hospitality employee and that employee works the season to completion, the referring employee will receive \$250.00 (net).

Employees should submit the employee referral form and the applicant's resume to Human Resources, and once received it will be reviewed against the Company's current hiring needs.

If employees refer someone who is already working for the Company in any capacity, they are not eligible for an employee referral bonus on that referral. If more than one employee refers the same person, the employee referral bonus is paid to the first employee on record as having made the referral. The hiring of a referred employee must occur within 120 days of the initial referral date.

Direct hiring managers for the position being filled by the referral, Human Resources, and the executive management team are not eligible for employee referral bonuses.

#### Direct Hire/Regular Full-Time Employee Referral

The employee referral bonus of \$1,000.00 is paid on the first pay date after the referred employee has completed six months of employment with the Company. In order to earn and receive the employee referral bonus, both employees must be currently employed by the Company on the payment date.

## **15. Performance Reviews**

Performance reviews provide managers and employees the opportunity to communicate with each other concerning performance, expectations, goals, and objectives. Performance reviews will generally be conducted for full-time and part-time employees once a year, in addition to the ongoing regular conversations with your manager.

Performance reviews may review factors such as the quality and quantity of the work performed, the employee's knowledge of the job, initiative, work attitude, and attitude toward others. Performance reviews should help employees become aware of their progress of accomplishments and areas for improvement. Once the performance review has been delivered, employees are expected to sign the performance review to acknowledge that it has been presented and discussed with the employee by his or her manager, and that the employee is aware of its contents.

It should be noted that a good performance review does not guarantee a compensation increase, because changes in compensation are dependent on many factors (including, but not limited to, market conditions, the Company's financial performance, and employee job performance), nor is a favorable performance review a promise of continued employment. Employees who have been employed at the Company for a minimum of three months are eligible for any merit increases associated with performance reviews, subject to the Company's sole discretion. Employment at the Company is expressly considered "at-will" employment. Either the employee or the Company may terminate the employment relationship at any time, with or without advance notice and with or without cause. Nothing in this policy alters "at-will" employment.

## **16. Bonuses**

Selected positions may be eligible for a discretionary, annual bonus. Any bonus will be paid within the first quarter of the fiscal year for performance associated with the previous fiscal year. Bonuses depend on many factors (including, but not limited to, overall company financial performance, personal contribution, achievement of set goals, etc.) and thus are not guaranteed. Employees must be employed for a minimum of six months in order to be eligible for the annual bonus.

## **17. Employment of Relatives**

Relatives of employees are eligible for employment with the Company only if the relative would not work in a direct supervisory relationship with the existing employee, or in a job in which a conflict of interest could arise. All potential hires that fall under this category will be reviewed by Human Resources and the department head before an offer of employment is made. "Relatives" are defined as spouses, domestic partners, children, siblings, parents, in-laws, and step-relatives. Present employees who become related will be permitted to continue working in the job position held only if they do not work in positions as noted above. If employees who become related do work in a direct supervisory relationship with one another, the Company will attempt to reassign one of the employees to another position for which he or she is qualified, if such a position is available. If no such position is available, then one of the employees may be required to leave the Company.

## **18. Termination, Discipline, and Standards of Conduct**

### **Termination:**

#### **Voluntary**

An employee may voluntarily terminate his or her employment by resigning from his or her position. Although not required, the Company requests that employees provide 2 weeks written notice of their intention to leave the Company. All Company-owned property (i.e. keys, credit cards, etc.) must be returned immediately upon termination of employment.

Employees who terminate voluntarily and give at least 72 hours of notice will be given their final paycheck on their last day of employment. If the employee does not provide 72 hours of notice, the Company has 72 hours to provide the final paycheck. The check will include all wages owed and any accrued but unused vacation. The Company reserves the right to advance your separation date, and may pay you through the notice period. This does not alter the nature of the voluntary separation.

Employees who are absent without contacting their manager for 2 or more consecutive days may be considered to have voluntarily terminated their employment, and will not be eligible for rehire.

#### **Involuntary**

If the Company elects to terminate the employment relationship, it will be considered an involuntary termination. All Company-owned property (i.e. keys, credit cards, etc.) must be returned immediately upon termination of employment. Employees will be given their final paycheck, including all wages owed and any accrued unused vacation, on the last day of employment.

#### **Discipline and Standards of Conduct**

Violation of Company policies and rules and/or engaging in misconduct may result in some form of disciplinary action, up to and including immediate termination of employment. Although all employment relationships are terminable at will, the Company may exercise its discretion to administer a system of progressive discipline that may include verbal and/or written warnings in cases where it deems it appropriate to do so. The Company may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to and including immediate termination of employment.

The conduct described below is prohibited and will not be tolerated by the Company. The types of misconduct identified below are merely examples of conduct that may lead to disciplinary action. They do not constitute a complete list of all types of conduct that can result in disciplinary action, up to and including termination of employment. Neither the list of prohibited conduct nor the disciplinary action referenced above alter the “at-will” nature of employment. Either the employee or the Company can terminate the employment relationship without any cause, without any reason, and in the absence of employee misconduct. Examples of prohibited conduct include, but are not limited to, the following:

- Harassment based on the victim's membership in or association with any protected class;
- Acts of violence or threats of violence;
- Violation of any Company safety or security rule and failure to observe safety and security regulations;
- Failure to report accidents, including any personal injury sustained while on the job; failure to observe fire, safety, civil defense rules, or established safety practices; engaging in dangerous or potentially dangerous horseplay; breakage or damage to company equipment;
- Unauthorized use of the Company equipment, materials, or facilities for purposes other than Company business;
- Consumption, possession, reporting to work under the influence of alcohol or illegal drugs, or being under the influence of alcohol or illegal drugs on the job, except that a moderate volume of alcohol may be consumed when served at functions sponsored by the Company where consumption of alcohol by employees is expressly permitted. Consumption of any beverage provided by the Company is purely voluntary and it is the responsibility of each employee to participate in moderation;
- Falsification of employment records, employment information, or other Company records;
- Failure to maintain accurate and proper accountability and control of cash banks of the Company, or incurring cash shortages or other financial irregularities;
- Stealing, removing without permission, or destruction or damage to any Company property or the property of any employee, a customer, or a visitor;
- Bringing or possessing firearms, weapons, or any other hazardous or dangerous devices on Company property or during on-duty time, without proper authorization;
- Insubordination, including, but not limited to, failure or refusal to obey the instructions of a manager or the use of abusive or threatening language toward a manager;
- Violations involving the non-disclosure agreement or failure to maintain the confidentiality of the Company's proprietary information;
- Unsafe handling of equipment and/or hazardous materials/chemicals;
- Unsatisfactory job performance;
- Reporting working time inaccurately or working unauthorized overtime or refusing to work assigned overtime;

- Sleeping on the job;
- Excessive unexcused tardiness or absence from work;
- Failing to accurately notify the Company that you cannot report to work at the scheduled time;
- Inappropriate appearance or grooming;
- Lack of courteous treatment of customers, managers, and co-workers;
- Failure to provide a health care provider's certificate when requested or required to do so;
- Committing a fraudulent act or a breach of trust under any circumstances; or
- Violation of any Company policy; or
- Misconduct.

### **19. Off-Duty Conduct and Outside Employment**

The Company will not take any adverse employment action against an employee for engaging in lawful conduct occurring during nonworking hours away from the Company's premises. However, under certain circumstances, if an employee's off-duty conduct adversely affects his or her performance on the job, or is inconsistent with his or her duties to the Company, appropriate disciplinary action, up to and including termination of employment, may be taken. In addition, illegal or unethical off-duty conduct, which adversely affects the Company's legitimate business interests or the employee's ability to perform his or her job, will not be tolerated.

### **20. Retaliation**

The Company recognizes that employees are entitled to exercise various rights and engage in various activities by law, and it respects its employee's legal rights. The Company will not retaliate (or tolerate retaliation by its employees) against any employee for exercising a legal right or engaging in legally protected activity.

If employees believe they have been subjected to any form of retaliation in violation of this policy, they should notify their manager, Human Resources, or any representative of management with whom they feel comfortable as soon as possible. The Company encourages employees to provide a written description of the incident(s) prompting their concern, including the names of the individuals involved and the names of any witnesses. The Company will undertake a prompt and objective investigation to determine all facts relevant to the complaint.

If the Company determines that a violation of this policy has occurred, it will take effective remedial action commensurate with the severity of the offense. Any employee determined by the

Company to be responsible for retaliation in violation of this policy will be subject to appropriate disciplinary action, up to and including termination of employment.

## **21. Drug and Alcohol Usage**

The Company is committed to protecting the safety, health, and well-being of all employees and individuals and as such is concerned about the use of alcohol, illegal drugs, or controlled substances as it affects the workplace. Use of these substances, whether on or off the job, can negatively affect an employee's work performance, efficiency, safety, and health. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the Company to the risks of property loss or damage or injury to other persons.

The following rules and standards of conduct apply to all employees either on Company property or during the workday (including meal periods and rest breaks). The following are strictly prohibited by the Company:

- Consumption, possession, reporting to work under the influence of alcohol, cannabis, or illegal drugs, or being under the influence of alcohol, cannabis, or illegal drugs on the job, except that a moderate volume of alcohol may be consumed when served at functions sponsored by the Company where consumption of alcohol by employees is expressly permitted. Consumption of any beverage provided by the Company is purely voluntary and is the responsibility of each employee to participate responsibly;
- The business does not permit consumption/use of alcohol during or before/after work hours on the premises unless it is explicitly shared that it is a component of your job, for educational purposes or during a company-sponsored event. In accordance with the National Minimum Drinking Age Act of 1984 you are not permitted to consume alcohol unless you are 21 years of age.
- Driving on Company business while under the influence of alcohol, cannabis, and/or an illegal or controlled substance;
- Distribution, dispensation, sale, or purchase of an illegal or controlled substance while on the job; and
- Unlawful manufacture, possession, or use of a controlled substance, or being under the influence of an illegal or controlled substance while on the job, other than a prescription medication taken in accordance with a health care provider's direction.

Violation of the above rules and standards of conduct shall result in disciplinary action, up to and including termination of employment. The Company also may bring the matter to the attention of appropriate law enforcement authorities.

In order to enforce this policy, the Company reserves the right to conduct searches of Company property and to implement other measures necessary to deter and detect abuse of this policy,

including the testing of employees for drugs and/or alcohol when required or permitted by law. Subject to any limitations imposed by law, a refusal to participate in drug and/or alcohol testing may result in disciplinary action, up to and including termination of employment.

Employees taking prescription medication that may affect their ability to perform any assigned task must inform Human Resources that they are taking such a medication so the Company can assess the issues involved and ensure the safety of the employee and other employees.

The Company encourages employees with chemical dependencies (drug or alcohol) to seek treatment and/or rehabilitation and will reasonably accommodate employees entering into such programs, in compliance with applicable law. Employees desiring such assistance should request time off for treatment or rehabilitation. The Company will grant leaves of absence to employees requesting time off for treatment or rehabilitation if (i) doing so does not create an undue hardship upon it, and (ii) the Company employs at least 25 employees at the time of the request.

The Company is not obligated, however, to continue to employ any person who is unable to perform the essential functions of his or her job for any reason, including drug or alcohol usage. It is therefore important that employees seek assistance before a drug or alcohol problem results in misconduct or performance problems at work. If such problems occur, a subsequent request for time off for treatment or rehabilitation will not excuse such misconduct or other problems, and an employee may be subject to disciplinary actions for such issues. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency, will not automatically be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect the Company's treatment of employees who violate the regulations described above. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

## **22. Business Gifts and Ethics**

Employees may not accept nor extend a gift, gratuity, or expense payment that influences a business decision, transaction, or service.

All the Company employees must conduct themselves in a manner that does not create a conflict between their interests and those of the Company. Circumstances in which a conflict of interest would exist include, but are not limited to, situations in which:

- An employee has financial or personal interest in a competitor, vendor, or customer of the Company or stands to benefit from the success of a competitor, vendor, or customer of the Company; or
- An employee stands to benefit personally (in the form of "kickbacks," gifts, or otherwise) from any transaction involving the Company.

Employees should disclose any possible or apparent conflicts of interest to the Company as soon as they arise so that appropriate steps may be taken to prevent a potential conflict of interest from

becoming an actual conflict of interest.

### **23. Locker And Desk Inspection Policy**

The Company provides lockers for the convenience and use of some of its employees at the Company's expense. The Company will also make available to employees locks at its expense for use in connection with the lockers. Accordingly, employees should not place any other lock on a locker. In addition, some employees are also provided desks for their use during work. Although lockers and desks are made available for the convenience of employees while at work, employees should remember that all lockers and desks remain the sole property of the Company. Moreover, the Company reserves the right to open and inspect lockers and desks, as well as any contents, effects, or articles that are in lockers or desks. Such an inspection can occur at any time, with or without advance notice or consent. An inspection may be conducted before, during, or after working hours by any supervisor, manager or security personnel designated by the Company.

Prohibited materials, including weapons, explosives, alcohol and non-prescribed drugs or medications, may not be placed in a locker or desk. Perishable items also should not be stored in lockers or desks or left for prolonged periods. Employees, who, if requested, fail to cooperate in any inspection will be subject to disciplinary action, including possible suspension or discharge. The Company is not responsible for any articles that are placed or left in a locker or desk that are lost, damaged, stolen or destroyed.

### **24. Personal Packages And Articles**

A routine check of employees leaving the company's premises with packages or articles may be held periodically without prior announcement. Any department head, supervisor, or any other company-designated person has the authority to inspect packages or other articles leaving the company's premises in the possession of any employee. If employees desire to avoid such inspections, they should refrain from bringing packages or other articles on the company's premises or check them with security before entering the premises. The company is not responsible for lost or stolen items that are left with security or brought on the premises.

## **COMPENSATION AND WORK SCHEDULES**

### **25. Payment of Wages**

Paydays are bi-weekly, paid every other Friday. The workweek begins at 12:01 a.m. Monday and ends at midnight the following Sunday. In a calendar year, there are 26 pay periods.

#### **Direct Deposit**

The Company offers voluntary direct deposit for all employees. Employees may begin and stop direct deposit at any time. To begin, change, or stop direct deposit, employees must contact the Payroll department. Changes will be effective on the pay date after the change is processed. If adding a new bank account, the change will be effective one pay period after the change is processed. Employees should carefully monitor their direct deposit statements.

## **26. Payroll Deductions**

Employees are paid in accordance with federal, state, and local laws. These laws require that the Company withhold taxes from the employee's wages as follows: (a) federal income tax; (b) state and local income tax, if applicable; (c) Federal Insurance Contributions Act (FICA – Social Security and Medicare), if applicable; (d) State Disability Insurance (SDI), if applicable; and (e) unemployment tax, if applicable. The Company will make other deductions from wages as required by law.

Employees who wish to change the number of exemptions or their marital status for income tax withholding purposes should contact Human Resources.

## **27. Garnishments**

The Company will deduct and/or withhold from the wages of an employee when directed to do so by a lawful wage garnishment order. The terms and conditions of a garnishment, as well as the rights and obligations of the Company and the affected employee, are established by the specific garnishment order and applicable law.

## **28. Timekeeping Requirements**

All hourly employees must record their "in and out" times at the beginning and end of their shifts and the beginning and end times of all meal breaks.

Actual time worked is recorded via a timesheet. Employees should consult with their manager or Payroll department for instructions on how to properly document their time worked.

Timesheets are prepared for each pay period and are to be approved by the employee's manager by the due date. It is important to keep accurate timesheets (i.e. regular hours worked, meal periods, overtime, absences, vacations, and holidays) for every pay period.

Once issued, employees are responsible for their paychecks. If you lose your paycheck, please notify payroll immediately. If the check has not cleared the bank, a stop payment will be placed and a new check issued to you. Please allow the proper processing of up to 5 business days.

A timesheet is a legal document, and tampering with it is strictly prohibited. Corrections must be approved by the payroll department, employee, and the employee's manager. Recording the timesheet of a fellow employee or falsifying one's own timesheet is dishonest and may lead to disciplinary action, up to and including termination of employment.

Off-the-clock work is strictly prohibited. Employees who work off-the-clock and managers and supervisors who require or allow off-the-clock work will be subject to disciplinary action, up to and including termination.

## **29. Policy Regarding Exempt Employees**

Employees who are characterized by the Company as exempt from the overtime provisions of

state and federal law are paid a salary that is intended to fully compensate them for all hours worked each week, however few or many those hours are. The salary consists of a predetermined amount constituting the exempt employee's compensation. That amount is not subject to reduction because of variations in the quality or quantity of the employee's work. As a general rule, an exempt employee's salary is not subject to deductions. Exceptions to the general rule will apply only when they are expressly authorized under applicable state and federal laws. This may occur, for example, when an employee has exhausted all accrued vacation benefits and misses additional full days of work for personal reasons. No deductions will be made unless they are permitted by the regulations issued under the Fair Labor Standards Act and any applicable state laws.

Any employee who believes that an improper deduction or violation of the laws regulating salaries has occurred is encouraged to advise Human Resources as soon as possible. The matter will be promptly investigated and, if a mistake occurred, corrected. Employees may file complaints without fear of any retaliation.

### **30. Overtime for Non-Exempt Employees**

Some employees are classified by the Company as non-exempt. Non-exempt employees qualify for overtime pay and may be required to work overtime as necessary. Working such overtime, when required by the Company, is a condition of employment. All overtime must be approved in advance by the employee's manager. The Company provides compensation for all overtime hours worked by non-exempt employees in accordance with California state and federal law as follows:

#### **All the Company Non-Exempt Employees (except those under an AWS)**

- For all non-exempt employees (except those working under an alternative workweek schedule), compensation for hours worked in excess of 40 for the workweek, or in excess of 8 and not more than 12 for the workday, and for the first 8 hours on the seventh consecutive day of work in one workweek, shall be paid at a rate one and one-half times the employee's regular rate of pay; and
- For all non-exempt employees compensation for hours worked in excess of 12 in one workday and in excess of 8 on the seventh consecutive workday in a workweek shall be paid at double the employee's regular rate of pay.

### **31. Administrative Pay Corrections**

The Company takes all reasonable steps to ensure that employees receive the correct amount of pay with each paycheck, and that employees are paid promptly on the scheduled payday. In the event there is an error in the amount of pay received, the employee should promptly notify Payroll or Human Resources of the discrepancy so that corrections may be made as quickly as possible. Should the discrepancy be verified, it will be corrected with the next regular paycheck. If the Company discovers the error, the correction will be made with the next regular paycheck.

In general practice, such correction shall be retroactive back to the first day the error occurred. It is the responsibility of the employee to notify the Company of any suspected errors or any off-the-clock work that has not been compensated. In appropriate situations, the corrections may be made immediately upon verification of the error.

### **32. Reporting to Work Pay**

The Company will pay non-exempt employees in accordance with applicable law if they report to work on a scheduled workday and no work is available for them or they are given less than half their scheduled work time.

Reporting time pay provisions are not applicable under the following conditions:

- Business operations cannot commence or continue due to threats to employees or Company property or when recommended by civil authority.
- Public utilities fail, such as, water, gas, electricity, or sewer.
- The interruption of work is caused by an act of nature or other causes not within the Company's control.
- The employee is on paid standby status or is notified in advance not to report for work.

If the Company requires a non-exempt employee to report to work, but furnishes the employee with less than half of the employee's usual or scheduled day's work, it shall pay the employee for half of his or her usual or scheduled day of work, but in no event less than two hours of pay and no more than four hours of pay.

Reporting time pay for hours in excess of the actual hours worked is not counted as hours worked for the purposes of determining overtime.

### **33. Mandatory Meeting and Training Pay**

Employees attending a mandatory scheduled meeting will receive pay for the scheduled time of the meeting and through the duration of the meeting should it run long. Mandatory meeting pay is used in the calculation of overtime in that workday and workweek.

The Company will pay non-exempt employees in accordance with federal, state, and local laws for their attendance at meetings, lectures, and training programs, including travel time if such meetings, lectures, and training programs take place away from the normal worksite or outside of the employees' regular working hours, so long as attendance at such meetings and other functions is mandatory.

### **34. Work Schedule**

Individual work schedules will be assigned by your manager and may change according to seasonal requirements. All employees are expected to abide by their work schedule. The

workweek begins at 12:01 a.m. Monday and ends at midnight the following Sunday.

**35. Meal Periods and Rest Breaks**

Non-exempt employees are required to take at least a 30-minute unpaid meal period, which must begin after not more than five hours of work. Employees shall be relieved of all duties during the meal period, and shall not perform any work during the meal period.

Employees who work more than 10 hours in a day are required to take a second meal period of no less than 30 minutes, which must begin after not more than 10 hours of work. Employees who work more than 10 hours but no more than 12 hours in a day can voluntarily waive the second meal period, so long as the employee took the first meal period, does not work more than 12 hours that day, and their manager agrees to allow the waiver.

Employees who do not take the applicable meal periods for any reason must immediately notify their supervisor.

Exempt employees are also provided with meal periods and may take them in their discretion.

The Company authorizes and permits all employees to take a paid 10-minute rest break for every 4 hours of work, *or major fraction thereof*. Please note, however, that rest breaks need not be authorized for employees whose total daily work time is less than 3 ½ hours.

For example:

<b>Hours of work during the day</b>	<b>Number of rest breaks permitted</b>
0 to 3.49	0
3.5 to 6	One 10 minute break
6.01 to 10	Two 10 minute breaks
10.01 to 14	Three 10 minute breaks

Employees are permitted to take rest breaks in the middle of each 4 hour work period, as practicable.

Rest breaks may not be combined with other rest breaks or with meal periods. Nor may employees use such breaks to come in late or leave early. Employees may not manipulate the flexibility granted them by this policy to use their breaks to generate liability for premium pay.

**General Guidelines For Meal Periods and Rest Breaks**

The Company provides its employees with uninterrupted, duty-free, and work-free meal periods and rest breaks. The Company does not exercise any control over employees during meal periods and rest breaks, and employees are free to leave the Company’s premises during their meal periods and rest breaks.

**Records**

Meal periods must be accurately recorded by each employee. Rest breaks do not need to be recorded.

### **Questions, Claim Forms, and Complaints**

Employees can bring any questions regarding their meal period and rest break rights to the attention of their manager or, if they prefer, to Human Resources. If an employee is not provided with a meal period in accordance with this policy, the Company will pay the employee one hour of premium pay.

If an employee is not permitted to take a rest break in accordance with this policy, the employee must submit a Rest Break Claim Form to Human Resources. Non-exempt employees will receive one hour of premium pay for each shift during which the employee was not permitted to take one or more rest breaks in accordance with this policy, so long as the employee provides a valid reason/explanation on the Claim Form. Claim Forms should be submitted as soon as possible, and preferably by the end of the pay period during which the rest break issue occurred.

The Company wants to make every effort to ensure compliance with this Meal Periods and Rest Breaks policy. If any employee believes that he or she was pressured, coerced, or encouraged not to take the employee's meal periods or rest breaks by his or her manager, the employee must contact Human Resources or any member of the Leadership Team immediately so this can be corrected.

### **Compliance**

Managers and employees are required to comply with this Meal Periods and Rest Breaks policy. Any manager or employee who violates this policy will be subject to disciplinary action, including the possibility of immediate discharge.

By approving each time record, non-exempt employees certify they were advised of their right and authorized and permitted to take all required meal periods and rest breaks. As with payroll, scheduling, and other employment matters, employees are encouraged to report any concerns regarding meal and rest periods to Human Resources so they may be appropriately addressed.

If you are a nursing mother and require breaks to express breast milk during the day, please see the Lactation Accommodation policy below or contact Human Resources or your supervisor for information.

### **36. Recovery Period**

In addition to the meal and rest breaks discussed above, employees who work outdoors are allowed and encouraged to take a cool-down rest (recovery period) in the shade for a period of no less than 5 minutes at a time when they feel the need to do so to protect from overheating. Such access to shade shall be permitted at all times.

To avoid dehydration, employees are encouraged to drink water early and often. Employees should not wait until they feel thirsty. Drink plenty of water during the day and recovery periods

to avoid heat-related illnesses and/or dehydration.

Employees should ensure they take all steps necessary to avoid heat illness and comply with all Company policies pertaining to breaks. Employees will not be required to perform any work during any recovery period.

If any employee believes that they were not provided with an appropriate recovery period under this policy, they must contact Human Resources so this can be addressed.

### **37. Lactation Accommodation**

Employees who wish to express breast milk while at work may do so. Employees will be provided with the use of a room or other location for the employee to express milk in private.

Employees can exercise their right to lactation accommodation during their regular rest periods when possible. If it is not possible to exercise this right during a regular rest period, employees can arrange with their supervisor to take additional time or express breast milk at a different time. The time will be paid when nonexempt employees use their regular rest periods to express breast milk. In some instances where special accommodations are made and a nonexempt employee receives time off in addition to her rest periods to express breast milk, the additional time may be unpaid.

Employees who wish to request lactation accommodation should contact Human Resources. If the Company is not able to grant a request for lactation breaks or a lactation location, it will provide a written response to the employee.

An employee has the right to file a complaint with the Labor Commissioner for any violation of her rights to lactation accommodation.

### **38. Punctuality and Attendance**

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 rest breaks or when required to leave on authorized Company business. Late arrival, early departure, or other unapproved absences from scheduled hours are disruptive and must be avoided whenever possible. Regular attendance and promptness is generally considered part of each employee's essential job functions and part of satisfactory job performance. An unsatisfactory record of excessive unexcused tardiness and absences may result in corrective action, up to and including discharge. Terms of this policy include:

- Employees who are unable to report for work on any particular day must call and speak to or leave a message with their manager. Employees are required to notify their manager of the absence or tardiness as soon as reasonably possible, and at least one hour before their scheduled or customary time to begin work. Employees may not use cell phone texting as a notification method when calling off work. Employees may use texting as a supplemental form of communication after they have contacted their manager and informed them they are unable to report to work. Whenever possible, employees should

schedule their absence with their manager at least five days in advance;

- Employees who are absent without contacting their manager for 2 or more consecutive scheduled days may be considered to have voluntarily terminated their employment;
- Excessive unexcused absences, abuse of the Company’s vacation or sick leave policy, failure to report absences on time, and excessive tardiness may lead to disciplinary action, up to and including termination of employment. Unexcused absences are excessive if they occur frequently, or if they show a pattern. Tardiness is excessive if the employee is frequently or unnecessarily late, or if the employee demonstrates a pattern of tardiness; and
- The Company may ask employees to explain an absence or tardiness by stating that they were sick or otherwise unable to work for health reasons to submit a certification from their health care provider of their inability to work on the dates or times in question.

Absences or tardiness for protected reasons, such as jury duty, Family and Medical Leave, or other leaves of absence protected by federal, state, or local law are considered excused and will not give rise to any disciplinary action.

### **39. Company Policy Clarification**

After reading the Company handbook or learning of departmental policies, you may still need additional explanation or clarification. Please don’t hesitate to discuss with your department manager or Human Resources. It is important to us that you understand the Company policies and guidelines. We will take the time necessary to answer any questions or provide any clarification you may need.

## **CORPORATE COMMUNICATIONS**

### **40. Open Door Communications**

At times, employees may have a suggestion, complaint, or question about their job, their working conditions, or the treatment they are receiving. The Company encourages regular communications and is consistently striving to improve its available communication channels. Good-faith suggestions, complaints, and questions are important to the Company.

The Company encourages employees to be proactive in resolving concerns. With the exception of complaints and concerns regarding discrimination, harassment, or retaliation, which should be addressed in the manner described in the applicable policies regarding those subjects, the Company encourages employees to communicate their concerns as soon as possible following the below steps and employees may contact Human Resources at any time during the process:

- Step 1 Bring the complaint to the attention of your supervisor immediately. If your supervisor is unavailable or you believe it would be inappropriate to contact that individual, you may present the problem to the HR Department or any other

member of upper-level management.

- Step 2 The supervisor will respond to the problem during discussion or within 10 calendar days, after consulting with appropriate management, when necessary. The supervisor will document the discussion.
- Step 3 If the problem is still unresolved, you may present the problem to the HR Department. The HR Department will document the discussion and facilitate the appropriate discussion to bring to resolution.
- Step 4 If your supervisor or the HR Department cannot answer a complaint, or the resolution is unsatisfactory, the problem will then go to the Owners for review and a decision.

This process, which is important for both employees and the Company, cannot result in every problem being resolved to the employee's satisfaction. The Company values input and employees should feel free to raise concerns without fear of retaliation.

Please note that nothing in this Open Door Communications Policy is intended to create an express or implied agreement that alters the at-will relationship that exists.

Human Resources can be contacted at (707) 286-2724 or (707) 286-2744.

#### **41. News Media Contacts**

Employees may be approached for interviews or comments by the news media. Employees should not speak to the media on behalf of the Company at any time. Only the Owner of the Company, Winery General Managers, and individuals designated by the Company may comment to the news media on behalf of the Company. Employees who are contacted by the media and asked to speak on behalf of the Company should refer the person to the Winery General Manager.

#### **42. Social Media**

Social media is a set of internet tools and resources (e.g. Facebook, LinkedIn, Twitter, and personal blogs) that aid in facilitating interaction and communication between people. The Company may, in its discretion, authorize certain employees to use social media for business purposes.

Employees may only use social media for business purposes if it is a part of their job description to do so. Managers shall define the purpose and scope of any authorized use of social media for business purposes, and employees may not use social media for business purposes except as authorized by their manager.

Non-exempt employees who are authorized to use social media for business purposes may do so only during scheduled work hours or outside scheduled work hours with the approval of their manager. All such time should be recorded as work time and submitted to the Company for

payment.

You are personally responsible for any content that you publish on your personal social media platforms, so use good judgment. As with all conduct, “respect” should be the guiding principle – respect for others, for copyrights and confidentiality, and for our organization.

Social media postings should not violate any Company policy, including those in this Handbook. Inappropriate postings that include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated. You agree the Company shall not be liable, under any circumstances, for any errors, omissions, loss, or damages claimed or incurred due to any of your internet postings. Violation of this policy may result in disciplinary action, up to and including termination.

**Post only appropriate and respectful content:**

- Maintain the confidentiality of the Company’s trade secrets and other private or confidential information (including that of third parties). Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Do not post internal reports, policies, procedures, or other internal business-related confidential communications. Confidential information also includes the names and contact information of Company customers and information relating to any of the Company’s business transactions or business plans. Employees may not disclose their relationships with customers by identifying customers or customer representatives as contacts through social media resources such as LinkedIn.
- Do not create a link from your blog, website, or other social networking site to a Company website without identifying yourself as an employee of the Company.
- Express only your personal opinions. Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, be clear and open about the fact that you are a Company employee and your views do not represent those of the Company, your coworkers, the Company’s customers, suppliers, vendors, or others working in connection with or on behalf of the Company. If you do publish a blog or post online related to the work you do or matters associated with the Company, make it clear you are not speaking on behalf of the Company. It is best to include a disclaimer such as, “The postings on this site are my own and do not necessarily reflect the views of the Company.”
- Do not circulate postings known to be written by other employees without informing the recipient that the author of the posting is a Company employee.

Employees may not use social media for personal purposes during work hours when it impacts job performance.

Employees are reminded they should have no expectation of privacy while using Company equipment or facilities for any purpose, including accessing social networking sites or blogging.

The Company reserves the right to monitor content posted on the internet through all lawful means.

This policy will not be construed or applied in a manner that prohibits discussion or comment regarding working conditions or the terms and conditions of employment. The Company requests and strongly urges employees to report any violations or possible or perceived violations of this policy or any questions regarding which tools are deemed to be social media to their manager or Human Resources. Violation of this policy may result in disciplinary action, up to and including termination of employment.

## **BENEFITS**

This section of the Handbook provides brief summaries of some of the employee benefit programs sponsored by the Company. More detailed information regarding many of these benefits is contained in plan booklets, group insurance policies, and the Company's official plan documents. While the provisions of this section provide a general overview of the Company's benefits, the Handbook does not describe all the exclusions, limitations or conditions of the benefit programs described in this section. If there is any real or apparent conflict between the brief summaries in this section of the Handbook and the terms, conditions, or limitations of the official plan documents, the provisions of the official plan documents will control over these brief summaries. Employees are encouraged to review the official plan documents for further information. They are available from Human Resources.

Additionally, employees who work under an alternative workweek arrangement may be subject to different rules regarding holidays, vacation, and sick pay. Please contact Human Resources with any questions.

### **43. Holidays**

The Company observes one holiday schedule and reserves the right to eliminate, change, or designate additional holidays at its discretion. Only regular full- and part-time workers are eligible for paid holidays. Seasonal, Temporary, Contractor, and Consultant worker types are not eligible for the Holiday Program.

The Visitor Center ("VC") operations require that department to be open during some holidays. The days the Visitor Center must remain open on a designated holiday are subject to the below:

- Full-time employees will be paid 8 straight hours, known as the "Holiday Premium Pay" in addition to time worked.
- Part-time employees are paid the Holiday Premium if they work on the holiday, or if it falls within their standard work schedule. If the holiday falls on the part-time employee's standard weekend or days off, the Holiday Premium Pay will not be paid.

The Holiday Premium Pay is not eligible for overtime distinction. Employees' rate of pay on a

holiday is 8 hours calculated on their standard base rate. Holiday pay is not considered “hours worked” for the purpose of overtime calculations.

If a holiday falls during an approved vacation and falls on an otherwise regularly scheduled 8 hour workday, it will not count as a vacation day; instead, it will be counted as holiday pay. Employees on leave of absence are not eligible for holiday pay for holidays during the unpaid portion of the leave of absence except when required by law.

#### **44. Vacation**

Paid vacation time is available to regular full-time and part-time employees to provide opportunities for rest, relaxation, and personal pursuits. Seasonal, contractor, consultant, temporary, and on-call staff members are not eligible for vacation. Employees’ vacation eligibility is communicated in their initial Offer Letter.

Vacation time is the chance for employees to relax and enjoy their life outside of work. To get the maximum out of this benefit, we request that eligible employees take at least one full week, or 5 days, of vacation throughout the year.

Employees are required to submit their vacation request through ADP WorkforceNow as early as possible but no later than two weeks in advance of the time requested for their manager to review and approve. Requested and approved time off will be deducted from the accrued vacation balance. Employees are encouraged to request vacation during periods of low activity; however, every effort will be made to accommodate employees’ requests. Approval considerations include: business needs, upcoming deadlines, and staffing requirements. Vacation may be taken in 4- or 8-hour increments for non-exempt employees or in 8-hour increments for exempt employees.

Employees may not take vacation time until it has accrued. Pay in lieu of vacation time is not granted except at time of employment separation; upon termination, employees receive a lump sum of any accrued but unused vacation they have left on their date of separation. If an employee needs to take vacation, but does not have accrued vacation, they should contact their Manager and HR for discussion. Vacation time continues to accrue during vacation periods.

Employee vacation time is paid at the employee’s hourly rate of pay (or base salary rate for exempt employees) at the time the vacation is taken. Regular, non-exempt employees accrue vacation pay based on the actual number of qualifying hours worked. Qualifying hours for vacation accrual include regular hours and vacation hours and exclude other hours and earnings such as overtime, incentives, commissions, or bonuses. Regular exempt employees accrue a fixed amount of vacation time per pay period.

Vacation accrual increases based on years of service or as outlined in the employee’s Offer Letter. No employee will earn more than as outlined by the below grids. Employees will be considered to have moved to the next level of accrual on the first pay period that contains the date either 5 or 10 years from their seniority date.

Employees are allowed to carry over their annual vacation accrual each year. Vacation accrual

caps at either 120, 160 or 200 hours depending on the employee’s tenure with the Company in accordance with the below grid. Once an employee reaches the maximum cap, the employee will cease accruing vacation until the start of the next payroll period in which the employee is below the accrual cap.

**NON-EXEMPT**

Years of Eligible Service	Number of Days per Year	Payroll Accumulator per Qualifying Hour Worked	Annual Max Hours	Accrual Cap Hours
0 to 5 years	10	0.0385	80	120
5 to 10 years	15	0.0577	120	160
10+ years	20	0.0769	160	200

**EXEMPT**

Years of Eligible Service	Number of Days per Year	Payroll Accumulator per Pay Period	Annual Max Hours	Accrual Cap Hours
0 to 5 years	15	4.62	120	160
5+ years	20	6.15	160	200

**45. Sick Time**

The Company provides paid sick leave to regular full-time, part-time, seasonal, on-call, and temporary employees. We encourage employees to stay home if they are sick to both take care of their health and minimize impact to the team. Employees are required to submit their sick time requests through ADP WorkforceNow.

Sick leave may be used for:

- Absences due to medical or doctor appointments (diagnosis, care, treatment of a medical condition, or preventive care), personal illness or injury, or to attend to an illness of a family member (a child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, registered domestic partner) designated person, or pet. Employees may designate one such “designated person” per 12-month period.
- An employee who is a victim of domestic violence, sexual assault, or stalking.
- Absences approved under a leave of absence such as the Family Medical Leave Act

(FMLA) or other statutory leave of absence (including baby bonding).

- Other purposes as required by law.

Employees are not paid for unused sick time upon termination of employment. Sick time may not be used for personal (leisure) time off or to extend a vacation. If an employee attempts to request sick time for a reason not listed above, the business reserves the right to reclassify their sick time request to a vacation request.

Employees who are unable to report to work due to illness or injury are required to notify their direct manager as soon as reasonably possible or at least 1 hour before the scheduled start time of their workday. Sick time may be taken in increments of two or more hours.

Employees who are absent for 3 or more consecutive days due to their own illness or injury may be required to submit a health care provider’s certification to substantiate the use of sick time and/or to ensure that the employee is capable of resuming his/her job requirements. Employees must contact their manager each day of absence. Employees are not expected to disclose any confidential, HIPAA-protected diagnosis or medical information. Any misrepresentations regarding the use of sick time (i.e. using sick leave for a fun outing) may result in corrective action, up to and including termination.

Sick time hours are not considered “hours worked” for purposes of determining a leave, incentives, bonus, or overtime eligibility. Sick time can be used during the waiting period of an eligible leave of absence and in conjunction with Disability or Workers’ Compensation Insurance benefit payments not to exceed the employee’s normal weekly gross earnings.

All employees (including temporary and seasonal) are eligible for sick time. Sick time is given at the employee’s time of hire and resets annually on January 1 of each year. Regular part-time, seasonal, and temporary employees are given 24 hours at the time of hire and each January 1<sup>st</sup> thereafter and have a balance maximum of 48 hours. In addition, seasonal and temporary employees cannot use their sick time until their 90th day of employment. Regular full-time employees will be given 40 hours at the time of hire and on each January 1 thereafter and have a balance maximum of 80 hours. Please reference the below table.

	<b>New Hire/Annually Loaded Rate</b>	<b>Balance Maximum</b>
<b>Part-Time Employee</b>	24 hours	48 hours
<b>Seasonal/Temp</b>		
<b>Full-Time Employee</b>	40 hours	80 hours

For non-exempt employees, paid sick time will be compensated at the regular rate of pay for the workweek in which the employee uses paid sick time. Paid sick time for exempt employees is calculated in the same manner as the Company calculates wages for other forms of paid time off.

#### **46. Development Reimbursement Plan**

The Company feels that continuing education can enhance an employee's skills and contributions, therefore making them even more valuable to the long-term success of the organization. The Company, at management's discretion, is accordingly willing to invest in the educational development of its employees. The Company may reimburse employees for educational courses and seminars that continue or expand employees' career development or career-related skills. Participation is voluntary, and employees who wish to take advantage of this benefit must obtain prior approval by the most senior level individual in the department and human resources prior to incurring costs for which they desire reimbursement.

##### Employee Eligibility

- Reimbursement will be available for an employee's career development as it relates to the Company's mission.
- This program is only available to regular full-time employees. Part-time, seasonal, and temporary employees and those hired for limited duration positions are not eligible for this benefit.
- Employees must have no disciplinary action taken in the last 12 months in order to be eligible.
- As possible, flexible scheduling will be considered. Final approval of any schedule changes rests with the department manager and the most senior level individual in the department.
- An employee must be employed for a year before applying and be employed by the Company from the beginning of and through the completion of the development course to be eligible for reimbursement.
- An employee must successfully complete the course to be reimbursed.

##### Course Eligibility

- All courses must be pre-approved by the most senior level individual in the department and Human Resources.
- Employees must complete the development reimbursement application and submit to Human Resources.
- Reimbursements will be made on a course-by-course basis.

##### Reimbursement

The Company will provide development reimbursement upon prior written approval up to a maximum amount of \$5,000 per calendar year. This development reimbursement approval is not guaranteed.

#### **47. Insurance Benefits**

The Company offers comprehensive benefits for eligible employees and their dependents. Regular full-time employees who are regularly scheduled to work more than 30 hours per week are eligible to enroll in benefits on the first of the month following 30 days of employment. In addition, part-time and seasonal employees who work at least 1,200 hours per year will be eligible to enroll in benefits on the first of the month following 30 days in which they worked 1,200 cumulative hours.

If an employee experiences a qualifying event like birth, marriage, adoption, loss of coverage, or divorce, the employee must inform the HR department of the qualifying event **immediately** within 30 days.

If there is any conflict between this Handbook and the official summary plan descriptions (SPDs) or plan documents, the official SPDs and/or plan documents will govern. Copies of these documents are available for review from Human Resources. The Company reserves the right to cancel or change the benefits it offers to its employees at any time.

#### **48. Pawternity Benefit**

The Company offers a Pawternity benefit that is focused on providing time off for employees with pets during occasions that require them to take time off to care for their pets. Pets are defined as four-legged, fur animals that are a part of the employee's current household.

Regular full-time employees who have been employed by the Company for one year are eligible for one paid day to welcome a new pet into their current household. The new pet paid day off is limited to one day for every two years.

All employees who have been employed by the Company for one year are eligible for one paid day off in the case of a death of a pet in the employee's current household. This bereavement day must be taken within five days of the pet's passing.

The Company reserves the right to require evidence (photographs, certificates, etc.) for the eligible pet events. The Pawternity time off must be discussed and approved by your Manager and submitted through ADP. The Company reserves the right to decline requests based on business demands.

#### **49. 401(k) Employee Retirement Plan**

The Company offers a 401(k) Plan for employees who are 21 years of age, have reached six months of continuous employment, and worked at least 1,000 hours. The 401(k) plan is a type of retirement savings account that takes its name from subsection 401(k) of the Internal Revenue Code. Annual contribution limits are regulated by the Federal Government.

401(k) contributions are "tax-deferred" through a payroll deduction. The Company will match employee contributions of 100% of the first 3% of compensation contributed to the plan and 50% of the next 2% of compensation contributed. You may contact the Human Resources

department for the 401(k) plan booklet for further information.

## **50. Disability Insurance**

Most employees who work in California contribute to California's State Disability Insurance (SDI) through a payroll tax deduction. SDI is mandated by California Unemployment Insurance Code and is administered by the Employment Development Department (EDD). Disability insurance is payable to employees when they cannot work due to personal illness or injury. It is the employee's responsibility to determine eligibility and to complete and submit the SDI form to the EDD. Employees who take SDI will receive benefits through the EDD after completing an initial waiting period of seven days as determined by the EDD. Specific rules and regulations governing disability are available from the EDD.

## **51. Paid Family Leave/Parental Leave Benefits**

Most employees who work in California contribute to California's SDI through a payroll tax deduction to fund the Paid Family Leave (PFL) program. PFL provides partial wage replacement for absences related to care of a family member, bonding with a new minor child, and qualifying exigencies related to a family member's active duty in the Armed Forces of the United States. Employees are able to apply to the State for PFL benefits to: (a) provide care for a seriously ill parent, child, grandparent, grandchild, sibling, parent in-law, spouse, domestic partner, (b) to bond with the employee's new child or the new child of the employee's spouse or domestic partner; or (c) to bond with a child in connection with the adoption or foster care placement of the child with the employee or the employee's spouse or domestic partner (bonding time within first 12 months of child's life, adoption, or placement); or (d) participate in a qualifying event because of a spouse, registered domestic partner, parent, or child's military deployment to a foreign country.

Even though the State Paid Family Leave program provides benefits to eligible employees who miss work, it does not guarantee employees any right to a leave of absence or time off from work. Employees should therefore not assume that they are entitled to miss work. Some employees who qualify for Paid Family Leave benefits may be eligible for time off under the Company's policies. Please reference the Leaves of Absence Section below for more information. Leave under the Family and Medical Leave Act, the California Family Rights Act, and other leave under the Company's policies will run concurrently with PFL, subject to and consistent with any applicable legal restrictions.

It is the employee's responsibility to determine eligibility and to complete and submit the PFL form to the EDD. Specific rules and regulations governing PFL are available from the EDD.

In addition to benefits provided under the California Paid Family Leave and disability benefits programs administered by the EDD, the Company also offers three weeks of paid leave to new parents ("Paid Parental Leave"). To be eligible for Paid Parental Leave, the employee must have been employed full-time with the Company for at least one year, and the leave must be taken within 20 weeks of the birth, adoption, or foster placement of the child. For employees who are recovering from childbirth, there will be a one-week waiting period (disability pay, etc.) before

an employee can apply for Paid Parental Leave, during which time an employee can use any available sick leave. For employees who are disabled by their pregnancy, all accrued sick leave must be used prior to eligibility for Paid Parental Leave. Up to three weeks of paid leave will be paid in a lump sum when the employee returns to work. Employees may take less than three weeks of paid leave if they choose, but will only be paid for leave actually taken. If an employee elects to take only two weeks off of work, the employee will only be paid for two weeks. If both parents are employed by the Company, they may allocate the paid leave between them. If the employee voluntarily leaves the Company within one year of returning to work from parental leave, the employee will be required to repay the Company parental leave benefits. More details on parental leave are available from Human Resources.

## **52. Workers' Compensation**

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

- Medical care;
- Cash benefits to replace lost wages; or
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

In order to receive any workers' compensation benefits to which he or she may be entitled, the employee must:

- Immediately report any work-related injury or illness to his or her manager;
- Seek medical treatment and follow-up care if required;
- Acquire form 5020, filled out by their Manager; and
- Complete a written employee's claim form (DWC form 1) and return it to Human Resources within one working day of the date of injury.

An employee with a workers' compensation claim may be placed on a leave of absence as eligible under the Company's applicable policies. Employees should contact Human Resources for more information.

## **53. Severance Pay**

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

## **LEAVES OF ABSENCE**

### **54. General Leave of Absence**

The Company may grant leaves of absence to employees in certain circumstances. An employee's rights and obligations regarding these leaves of absence are outlined in the applicable policies. Employees will receive all benefits to which they are entitled by applicable federal, state, and local law. Employees will not be discriminated or retaliated against for requesting information on or using any leave of absence benefit.

It is important employees request any leave of absence in writing as far in advance as possible, to keep in touch with management and Human Resources during the leave of absence, and to give prompt notice if there is any change in the return to work date. Failure to return by the return to work date may be considered job abandonment, which may result in termination of employment.

A leave of absence will not be granted for an employee to accept other employment or to engage in a personal business. Should it be determined that an employee is using a leave of absence for such purposes, or that the reason submitted in the request for leave of absence is untrue or inaccurate, the employee may be deemed to have voluntarily resigned from employment as of the first day of the leave of absence.

Time off, when paid, is calculated and paid on the basis of an exempt employee's salary or non-exempt employee's hourly rate, excluding overtime pay, in effect on the date the time off is taken.

Employees should contact Human Resources if they have any questions regarding these policies or for information on other types of leaves of absence.

### **55. Family Care and Medical Leave and Pregnancy Disability Leave**

Under the California Family Rights Act of 1993 (CFRA), if you have more than 12 months of service with the Company and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, you may have a right to an unpaid family care or medical leave (CFRA leave). This leave may be up to 12 workweeks in a rolling 12-month period (measured backward from the date an employee uses any CFRA leave) for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent, parent-in-law, spouse, grandchild, grandparent, sibling, domestic partner, or designated person with a serious health condition. For purposes of this policy a "designated person" means a person related by blood or whose association with the employee is the equivalent of a family relationship. Employees may designate one such person per 12-month period. CFRA leave may also be taken because of a Qualifying Exigency related to the Covered Active Duty (or call or order to Covered Active Duty) of an employee's spouse, domestic partner, child or parent in the Armed Forces or because a military member's parent is incapable of self-care, and the care is necessitated by the member's Covered Active Duty.

Even if you are not eligible for CFRA leave, if disabled by pregnancy, childbirth or related medical conditions, you are entitled to take an unpaid pregnancy disability leave (PDL) of up to

four months, or the working days in one-third of a year or 17 $\frac{1}{3}$  weeks, depending on your period(s) of actual disability. 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 would all be covered by your PDL.

The Company will reasonably accommodate your medical needs (such as allowing more frequent breaks) and will transfer you to a less strenuous or hazardous position if it is medically advisable because of your pregnancy, consistent with its legal obligations to do so.

If you are CFRA-eligible, you have certain rights to take BOTH PDL and a separate CFRA leave for reason of the birth of your child. Both leaves contain a guarantee of reinstatement at the end of the leave (for pregnancy disability it is generally to the same position, and for CFRA it is to the same or a comparable position), subject to any defenses allowed under the law.

If possible, you must provide at least 30 days' advance notice for foreseeable events (such as the expected birth of a child, the need for a transfer, or a planned medical treatment for yourself or a family member). For events that are unforeseeable, you must notify the Company, at least verbally, as soon as you learn of the need for the leave. Failure to comply with these notice rules may result in deferral of the requested leave until you comply with this notice policy.

The Company requires you to provide a medical certification from your health care provider before allowing you a leave for:

- your pregnancy;
- your own serious health condition; or
- to care for your child, parent, parent-in-law, spouse, domestic partner, grandchild, grandparent, sibling, or designated person who has a serious health condition.

Please contact Human Resources to obtain a copy of a medical certification form to give to your health care provider to complete.

When medically necessary, leave may be taken on an intermittent or a reduced work schedule basis.

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

An employee may use any accrued vacation as part of her pregnancy disability leave before taking the remainder of her leave as an unpaid leave. The Company may require that the employee use up any available sick leave during her leave. The employee may also be eligible for state disability insurance for the unpaid portion of her leave. Employees may use vacation and sick leave during CFRA leave, subject to any exceptions under the law.

Health insurance benefits ordinarily provided by the Company, and for which you are otherwise

eligible, will be continued during your PDL if you elect to continue paying your share of the premiums for coverage. If you wish coverage to continue, the Company will continue to pay its share of the premiums for your coverage for the period of the leave, consistent with its legal obligations. The cost of dependent coverage normally borne by you will remain your sole responsibility. You must pay your share of the premiums for your coverage and dependent coverage by making timely payments to the Company at the same time as such payments would be made if they were made via payroll deductions. You may be eligible for additional insurance continuation if you are eligible for CFRA leave (contact Human Resources or see the Company's Family and Medical Leave Act/California Family Rights Act policy below for details).

Any health insurance continuation that is provided to you under this policy that could have been provided under any other leave law and/or policy shall be credited against the maximum limit on health insurance continuation established by each of the laws and/or policies that provided a basis for the leave, subject to and consistent with applicable law.

Taking a family care or pregnancy disability leave may impact certain of your benefits and your seniority date. Contact Human Resources for more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits.

#### **56. Family and Medical Leave Act/California Family Rights Act**

During such periods as the Company is subject to the federal Family and Medical Leave Act (FMLA) and, for employees who work in California, the California Family Rights Act (CFRA), eligible employees may take an unpaid leave of absence (Family and Medical Leave) of up to 12 work weeks within a 12 month period as defined below:

- For an employee's own "serious health condition" (as defined by applicable law and referenced below);
- To care for the employee's spouse, domestic partner, child, parent, parent-in-law, grandchild, grandparent, sibling, designated person, or other qualifying family member with a serious health condition in accordance with state law;
- For the addition of a new child to that employee's household, whether by birth, adoption, or placement by the state; or
- For any qualifying exigency arising out of the fact that the employee, or the employee's qualifying family member is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

Additionally, under the FMLA, eligible employees may take up to 26 weeks of leave during a single 12-month period to care for a spouse, domestic partner, child, parent, or next of kin who is a covered member of the Armed Forces.

### **FMLA and CFRA Leave Entitlement**

Employees who have worked for the Company for at least 12 months and for at least 1,250 hours during the previous 12-month period before the date the leave is to begin, and who are employed at a worksite where the Company maintains on the payroll (as of the date of the leave request) at least 50 full-time or part-time employees within 75 miles of the worksite where the employee requesting the leave is employed (or, for employees with no fixed worksite, the site to which they are assigned as their base, from which their work is assigned, or to which they report), are eligible under federal (FMLA) law. Employees who have worked for the Company for at least 12 months and for at least 1,250 hours during the previous 12-month period before the date the leave is to begin, and who are employed when the Company maintains on the payroll (as of the date of the leave request) at least 5 full-time or part-time employees and who work in California, are also eligible under state (CFRA) law.

For employees who are eligible to take both FMLA and CFRA leave (or other state statutory leave), any leave taken under this policy will run simultaneously under FMLA and CFRA (and any other applicable leave policy or statutory leave right), subject to exceptions required under applicable law. For example, any leave taken for the employee's own disability stemming from pregnancy, childbirth, or a related medical condition under the Company's PDL policy will be counted as FMLA leave, but not as CFRA leave. In such a case, the employee may take PDL (which runs simultaneously with her FMLA allotment) for recovery from her disability and then take CFRA leave (that runs simultaneously with any remaining FMLA rights) for purposes of "bonding" with her baby.

### **Measuring the 12-Month Period**

The 12-month rolling period is measured backward from the date that the employee uses any FMLA/CFRA leave.

### **Duration**

Family and Medical Leave generally begins on the first day that the employee is unable to work or is needed to care for an immediate family member, or on the date requested by the employee in the case of the addition of a child to the employee's household, and ends when the employee is able to return to work or after a total of 12 weeks of leave, whichever occurs first.

Employees may take leave intermittently (in blocks of time or by reducing their normal weekly or daily work schedule) if the leave is for the serious health condition of the employee or the employee's qualifying family member and if the intermittent leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition. Any leave taken under CFRA for baby bonding will be granted in minimum amounts of two weeks. However, the Company will grant a request for CFRA leave for baby bonding of less than two week's duration on any two occasions. Any leave taken for the birth of a child or placement of a child in the employee's household must be concluded within one year of such event.

## **Benefits**

### *Paid vs. Unpaid*

The employee may choose to use any accrued sick leave during their leave subject to any applicable legal restrictions. The remainder of Family and Medical Leave will be unpaid, except as provided in the Parental Leave Benefits policy. Employees will not be eligible for holiday pay unless they are being paid through the use of accrued sick leave or vacation time on the day prior to or after the Company holiday.

If Family and Medical Leave is for the employee's own serious health condition, he or she may be eligible for disability insurance for some part of the unpaid portion of the leave.

### *Accrual of Time Off*

An employee going out on Family and Medical Leave will continue to accrue vacation and sick leave only during any portion of the leave where the employee is being paid through the use of vacation or sick leave.

### *Health Insurance Coverage*

An employee taking family and medical leave will be allowed to continue participating in any health benefit plans in which he or she was enrolled before the first day of the leave (for a maximum of 12 workweeks, or 26 workweeks if the leave is to care for a covered service member) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. The Company will continue to make the same premium contributions as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins. In some instances, the Company may recover from an employee premiums paid to maintain health coverage if the employee fails to return to work following family/medical leave.

Employees on pregnancy disability leave will be allowed to continue to participate in group health coverage for up to a maximum of four months of pregnancy disability leave (if such insurance was provided before the leave was taken) on the same terms as if you had continued to work.

The Company's obligations to maintain health insurance coverage ceases if an employee's portion of the premium payment is more than 30 days late. Employees must arrange a payment schedule for their portion of the premium with Human Resources before the effective date of the leave. Employees should contact Human Resources to determine the amount of their premium payments, if any, and any COBRA rights.

## **Notice and Designation of Leave as Family and Medical Leave**

An employee wishing to take Family and Medical Leave must contact Human Resources as soon as he or she becomes aware of the need for the leave. Employees seeking leave must provide sufficient information to make the Company aware that they may qualify for leave under

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

If the event necessitating the leave is foreseeable, the employee must provide at least 30 days advance written notice before leave is to begin and should comply with normal attendance procedures. If 30 days written notice is not possible, notice must be given as soon as practicable. The employee must consult with the Company regarding the scheduling of any planned medical treatment or supervision so as to minimize disruption to the operations of the Company. Any such scheduling is subject to the approval of the attending health care provider of the employee. Failure to provide such notice may result in a delay of the leave.

The Company will inform employees requesting leave whether they are eligible for leave pursuant to FMLA or applicable state law. If an employee is eligible, the Company will outline the employees' rights and responsibilities, specify any additional information required, and inform the employee of the amount of leave to be counted against the employee's leave entitlement. If an employee is not eligible, the employee will be notified and the Company will explain the reason for which the employee is ineligible.

### **Medical Certification**

In addition to the provision of notice of the need for leave, the Company will require that the employee provide a medical certification of the need for Family and Medical Leave (other than leaves for the addition of a new child to the employee's household). The Company may require re-certification from the health care provider if additional leave is requested.

If the leave is needed to care for a sick child, spouse, domestic partner, parent, parent-in-law, grandchild, grandparent, sibling, or designated person, the employee must provide a certification from the family member's health care provider that states:

- The date of commencement of the serious health condition;
- The probable duration of the condition and the necessary duration of the leave;
- The estimated amount of time the health care provider believes that the employee will be needed to provide care; and
- A confirmation that the serious health condition warrants the participation of the employee.

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

- The date of commencement of the serious health condition and the date of the medical

advisability for the leave to commence;

- Probable duration of the condition and the necessary duration of the leave; and
- A statement that the employee is unable to work at all or is unable to perform any one or more of the essential functions of his or her position because of the employee's serious health condition.

If the Company has reason to doubt the validity of the medical certification submitted by the employee, the Company may require the employee to obtain a second medical certification. Where a second medical opinion is requested, the cost of the examination will be paid for by the Company.

If the second opinion differs from the first opinion, the Company may require, at its expense, the employee to obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee. The opinion of the third health care provider shall be considered final and binding on the Company and the employee.

Human Resources may provide the employee seeking the leave with a copy of his or her essential job functions to provide to his or her health care provider to assist in the review of the employee's condition. In addition, the Company will require certification from the health care provider at the end of the leave that the employee is fit to return to regular duties.

### **Reinstatement**

Under most circumstances, an employee returning from Family and Medical Leave will be reinstated to his or her original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on Family and Medical Leave would have been laid off had he or she not gone on leave, or if the employee's job has been eliminated during the leave, then the employee would not be entitled to reinstatement. Failure to return by the return to work date may be considered job abandonment, which may result in termination.

If you are unable to return to work after your family/medical leave is exhausted, the Company will engage in an interactive dialogue with you to determine whether an extension of leave beyond 12 weeks can be provided as an accommodation to you.

### **57. Workers' Compensation Leave**

The Company grants Workers' Compensation Leave in accordance with applicable law to employees who are unable to work due to an occupational illness or injury. To the extent that an employee is eligible for leave pursuant to the Family and Medical Leave Act (FMLA) or California Family Rights Act (CFRA), Workers' Compensation Leave will run concurrently with FMLA and/or CFRA leave.

The Company does not pay employees during Workers' Compensation Leave, but employees

may be eligible to receive benefits from the Company's workers' compensation insurance carrier if they are unable to work due to a work-related injury or illness. Employees will not accrue vacation, sick leave or holiday pay, during Worker's Compensation Leave.

**58. Military Leave**

Employees who wish or are required to serve in the military and take Military Leave should contact Human Resources for information about their rights before and after such leave. Employees are entitled to reinstatement upon completion of military service, provided they return or apply for reinstatement within the time allowed by law, and subject to any exceptions under applicable law.

### **59. Time Off for Military Spouses**

To help support families of those serving in the military, the Company employees that are the spouse or registered domestic partner of a member of the Armed Forces, National Guard, or Reserves are eligible for up to 10 days unpaid leave when the military spouse is on leave from deployment during a time of military conflict. Eligible employees must perform an average of 20 hours of work per week and provide the Company with: (a) notice of intention to take Military Spouse Leave within two business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (b) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

Employees who wish to take this leave should contact Human Resources for more information.

### **60. Bereavement Leave**

In the event of a death of an employee's family member, employees may take up to 5 days of unpaid time off as bereavement leave. In the case of regular full-time and part-time employees, 3 of these workdays may be taken off with pay. The Company may provide additional paid days off depending on the geographic proximity of the immediate family member, the family relationship, and other factors, as determined by the Company in its sole discretion. For purposes of this policy, an employee's "immediate family" is defined to include the employee's spouse, registered domestic partner, child, parent, brother, sister, grandparent, or grandchild; or mother-, father-, sister-, brother-, son-, or daughter-in-law. The employee's manager may approve additional unpaid time off.

Employees may use sick pay and other paid time off to receive pay during bereavement leave.

The Company may require documentation of the death of the family member under this policy.

### **61. Jury Duty and Witness Leave**

The Company encourages employees to serve on jury or witness duty when called.

If you are called for jury duty or subpoenaed to appear in court, you will be allowed to take time off for each full or partial day you serve on jury duty or appear in court. You are expected to return to work when the court obligation does not demand services for a full day or when you are released from duty earlier than expected.

Regular non-exempt full-time employees will receive regular pay while serving up to 3 days of service per calendar year. If the court obligation is longer than three days, employees are entitled to unpaid leave. Exempt employees will receive pay for any weeks in which they perform any work for the Company while serving on a jury or witness duty to the extent required by applicable law.

Employees should notify their manager of the need for time off for jury or witness duty as soon as a notice or summons from the court is received. Written verification from the court clerk of

having served must be provided, if requested by the Company.

## **62. Domestic Violence, Stalking, and Sexual Assault Leave**

An employee who is the victim of domestic violence, sexual assault, or stalking may take time off from work to obtain or attempt to obtain relief, including, but not limited to, a temporary restraining order, restraining order, or other court assistance, to help ensure the health, safety, or welfare of themselves or his or her child.

An employee who is the victim of domestic violence, sexual assault, or stalking may also take time off from work to attend to any of the following:

- To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking
- To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence sexual assault or stalking
- To obtain psychological counseling or mental health services related to domestic violence, sexual assault, or stalking
- 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

The employee shall give reasonable advance notice of the employee's intention to take time off, unless advance notice is not feasible. When an unscheduled absence occurs, the employee must, within a reasonable time after the absence, provide certification to the Company. A police report, court order, or documentation from a medical professional will be considered sufficient certification.

The Company will provide reasonable accommodation for a victim of domestic violence, sexual assault, or stalking who requests an accommodation for the safety of the victim while at work. The Company will engage in a timely, good faith, and interactive process with the employee to determine effective reasonable accommodations. In determining whether the accommodation is reasonable, the Company will consider an exigent circumstance or danger facing the employee.

The Company is not required to undertake an action that constitutes an undue hardship on the Company's business operations. For purposes of this policy, an undue hardship includes an action that would violate the Company's duty to furnish and maintain a place of employment that is safe and healthful for all employees.

The Company will not retaliate against a victim of domestic violence, sexual assault, or stalking for requesting a reasonable accommodation, regardless of whether the request was granted.

Employees may use any accrued vacation time for purposes of this policy. Exempt employees will not incur any reduction in pay for a partial day or partial week absence in connection with

this leave except where allowed under applicable law. Any additional time off will be without pay.

### **63. Victims of Crime Leave**

An employee who is a crime victim, or whose immediate family member, as defined below, is a victim of a crime, may take time off from work to appear in court to be heard at any proceeding, including delinquency proceeding, involving a post-arrest release decision, plea, sentencing, post-conviction, release decision, or any proceeding in which a right of the victim is at issue, and/or to seek medical attention for injuries caused by the crime, to obtain services from prescribed entities as a result of the crime, to obtain psychological counseling or mental health services relating to an experience of crime, or to participate in safety planning and take other actions to increase safety from future crime.

The employee must be the victim of a covered offense, as defined under the applicable Labor Code section.

For purposes of this policy, “victim” means any person who suffers direct or threatened physical, mental, or financial harm as a result of the commission or attempted commission of a crime or delinquent act, or whose immediate family member is deceased as the direct result of a crime. The term “victim” also includes the person’s spouse, domestic partner, parent, child, sibling, or guardian.

The employee must give the Company reasonable notice of the employee’s intention to take time off, unless advance notice is not feasible. When an unscheduled absence occurs, the employee must, within a reasonable time after the absence, provide certification to the Company. A police report, court order, or documentation from a medical professional will be considered sufficient certification.

Employees may use any accrued vacation time for time off for purposes of this policy. Exempt employees will not incur any reduction in pay for a partial week absence. Any additional time off will be without pay.

After the appearance, the employee will be expected to return to work for the remainder of their work schedule, if time permits. The Company will maintain the confidentiality of any employee requesting leave to the extent possible and when allowed by law. The Company will not discharge, demote, suspend, or in any other manner discriminate or retaliate against any employee for taking time off pursuant to this policy.

### **64. Time Off for Voting**

The Company encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule.

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 and the time off shall be combined with the voting time available outside of working hours. Under these circumstances, a non-exempt employee will be allowed a maximum of 2 hours on the Election Day without loss of pay. Exempt employees will be paid for time off pursuant to this policy in accordance with applicable law. Where possible, the employee shall give his or her manager at least two days' notice that time off to vote is needed.

#### **65. Time Off To Participate In School And Child-Related Activities**

Under certain circumstances, eligible employees may be entitled to take time off to participate in child-related activities of their child's school or a licensed child care provider. This includes time off to find, enroll or re-enroll a child in a school or with a licensed child care provider. It also includes time off to address a child care provider emergency or school emergency. In order to be eligible for time off under this policy, an employee must be the parent, guardian, stepparent, foster parent, or grandparent of a child or person who stands in loco parentis to a child of the age to attend kindergarten or a grade between one and 12, inclusive, or a licensed child care provider. In addition, the employee must provide reasonable notice of the planned absence to Human Resources before taking the time off unless the employee is responding to an emergency, in which case simple notice is required. The employee may not take more than 40 hours off for this purpose in any single year or more than eight hours off in any calendar month of the year.

If both parents of a child are employed by the Company at the same work site, only one parent may take time off at a time under this policy. The parent who first gives appropriate notice of the need for time off under this policy will have preference for the time off. In some cases, Human Resources may agree to provide both parents the opportunity to take time off at the same time. However, that may occur only with the advance written approval of Human Resources.

Any employee who takes time off under this policy must utilize any existing vacation for the absence. If the employee does not have any vacation available at the time the time off is taken, or does not have enough vacation benefits to cover the time taken off, the time off will be taken without pay if the employee is nonexempt. The salary of an exempt employee will not be affected if the employee misses work under this policy unless a deduction is allowed under applicable law.

Any employee who takes time off under this policy must provide documentation from the child's school or licensed child care provider to substantiate the fact that the employee participated in a qualifying child-related activity. The documentation must verify that the employee participated in the activity on a specific date and at a particular time.

#### **66. School Appearance Leave**

If an employee who is the parent or guardian of a child facing suspension from school or other disciplinary action is summoned to the school to discuss the matter, the employee should alert his or her manager as soon as possible before leaving work. Employees may be required to provide notice from the school stating their presence is required.

### **67. Alcohol and Drug Rehabilitation Leave**

Employees who voluntarily enter a drug or alcohol rehabilitation program may be eligible for unpaid time off to participate in an approved rehabilitation program, provided that the leave will not impose an undue hardship upon the Company. Employees may use accrued sick days, if any, for all or part of the time spent in the program.

Please direct all requests to participate in a rehabilitation program to Human Resources. Please refer to the Drug and Alcohol Usage Policy for more information.

### **68. Offset Provision**

The Company intends to administer its leave of absence policies in accordance with the requirements of all applicable state and federal laws. Instances may exist where two or more leave of absence policies provide overlapping protections for an eligible employee. However, it is the general intention of the Company's policies to limit employees to the time available under the single most favorable leave of absence policy and to prevent employees from exceeding the limitations of that policy. Accordingly, any leave of absence that is taken by an employee under any policy or based upon any request for time off that could have been taken under any other policy of the Company (if the employee had requested the opportunity to do so) shall be credited against the maximum limit on leaves established in each of the policies that provided the employee a basis to request a leave.

## **OPERATIONAL CONSIDERATIONS**

### **69. Equipment Use**

If you are issued a laptop or computer you are required to use that for all Company business. You may not use your personal computer to conduct Company business. All Company property must be used properly and maintained in good working order. If equipment is lost or broken please contact IT as soon as possible. Employees who lose, steal, or misuse Company property may be subject to disciplinary action, up to and including termination of employment.

The Company reserves the right to inspect all Company property at any time and for any reason, with or without employees present. Prior authorization must be obtained before any Company property may be removed from the premises.

### **70. Cell Phones**

The Company will provide a cell phone allowance to eligible employees as outlined in your offer letter. Eligible positions are pre-approved by the leadership team and will be assessed on an annual basis to ensure consistent application of the benefit.

All employees are required to be professional and conscientious at all times when using their cell phone for company business.

## **71. Technology Systems**

### **INTRODUCTION**

Huneeus IT Policy and Procedure provides the policies and procedures for selection and use of IT software and hardware within Huneeus which must be followed by all staff. It also provides guidelines that will be used to administer these policies. Huneeus will keep all IT policies and procedures current and relevant. Therefore, from time to time, it will be necessary to modify and amend some sections of the policies and procedures or to add new procedures. These policies apply to all employees.

### **TECHNOLOGY HARDWARE PURCHASING**

This policy provides guidelines for the purchase of hardware for Huneeus to ensure that all hardware technology for Huneeus is appropriate and, where applicable, integrates with existing technology. The objective is to ensure there is minimum diversity of hardware and within Huneeus.

#### **Purchasing Desktop Computer Systems**

Huneeus provides laptops, keyboards, displays, docking stations, tablets for employees based on job description and title.

#### **Purchasing Computers**

The purchase of all portable computer systems including iPads, tablets, notebooks, and laptops must be done through the IT Department.

#### **Purchasing Server Systems**

The purchase of server systems, or cloud server resources (including Azure) can only be purchased via the IT Department.

Purchasing Computer Peripherals and Internet of Things Devices (add-on devices such as printers, scanners, external hard drives, Alexa, Google Home, etc.)

Computer peripherals and IOT devices can only be authorized by the IT Department. The exception to this rule is the purchase of a computer mouse. Huneeus does not supply cell phones unless required for the position. The purchase of a Mobile Hot Spots requires the approval from the requesting employee's manager and IT Department notification.

### **SOFTWARE**

The goal of the IT Department is to provide stable technology solutions that both perform well and appropriately address business needs. A lack of standards regarding what software can be installed on company end-user devices, including desktops, laptops, tablets, and iPads, can create challenges for all end users and departments.

The purpose of this Software Policy is to address all relevant issues pertaining to appropriate software installation and deployment on Huneeus end-user computing devices.

### **Supported Software**

The following is a list of fully supported, standard software that is installed on company-owned end-user devices:

Microsoft Windows 10, Microsoft Office 2016 (Outlook, Word, Excel, PowerPoint, Visio), Microsoft Exchange 365 Suite, Microsoft Teams, Microsoft One-Drive, Microsoft SharePoint, Box.com (limited to those employees assigned an account upon hire), Skype for Business

Adobe Acrobat, Adobe Reader, Dashlane. Other supported software titles, available upon request and approved by manager may include, and are not limited to, such programs as:

Adobe Photoshop, Adobe Illustrator, Adobe Sign, Adobe Creative Cloud and other software pre-installed by the IT department.

The IT Department does not provide support for any software titles not listed above.

The IT Department expressly forbids installation of the following software:

Privately owned software, Video Games, Bitcoin/Cryptocurrency software of any kind, Unsigned binaries from non-approved websites, Pirated copies of any software titles, any title not listed in this policy, any software not installed according to the procedures set out in this policy, all software not used for business purposes.

### **Software Requests**

It is imperative that all software installations and de-installations be thoroughly documented so that appropriate licensing fees can be paid or amended. If you would like to have software installed on your device, approval must be obtained from your manager (or designate) as well as the IT Department.

This includes all software titles listed above, currently unlisted titles, and privately owned and licensed titles.

The IT Department reserves the right to reject any software installation request for any reason. Please submit a ticket for any software needs. The submitted request will be reviewed with requestor's direct report for authorization if necessary.

### **Software Installation**

Software titles are to be installed on company-owned end-user devices by the IT Department, or under their direct supervision. All software installed on Huneeus systems (including all commercial and shareware products) must be used in compliance with all applicable licenses, notices, contracts, and agreements. The IT Department reserves the right to uninstall any unapproved software without notice from a company-owned machine.

The IT Department reserves the right to monitor software installation and usage on Huneus Vintner's end-user computing devices. The IT Department will conduct periodic audits to ensure compliance with this Software Installation Policy.

### **Non-Compliance Penalties**

Penalties for violation of this policy will vary depending on the nature and severity of the violation. Penalties include: Disciplinary action, including, but not limited to, reprimand, suspension and/or termination of employment.

### **PERSONAL DEVICES**

This policy provides guidelines for the use of personally owned notebooks, smart phones, tablets, and other technology devices deemed appropriate for business purposes. All staff who use or access Huneus Vintner's technology equipment and/or services are bound by the conditions of this Policy.

#### **Current Mobile Devices Approved for Business Use**

The following personally owned mobile devices are approved to be used for limited business purposes:

- Smart phones
- Tablets /iPads

Each employee who utilizes personal mobile devices agrees:

- Not to download or transfer business sensitive information to the device unnecessarily, or that you are not authorized to access via mobile device.
- Not to use the registered mobile device as the sole repository for Huneus Vintner's information.
- To make every reasonable effort to ensure that Huneus Vintner's information is not compromised by or in the use of mobile equipment in a public place. Screens displaying sensitive or critical information should not be seen by unauthorized persons, all registered devices should be password protected, and locked when unattended.
- Not to share the device with other individuals to protect the business data access through the device. (i.e.: family iPad should not be used for accessing company assets.)

### **SECURITY**

This policy provides guidelines for the protection and use of information technology assets and resources within Huneus to ensure integrity, confidentiality, and availability of data and assets.

#### **Physical Security**

For all servers, mainframes, and other network assets, the area must be secured with adequate ventilation and appropriate access through a door with a uni-keyed and/or combination lock. It

will be the responsibility of the IT Department to ensure that this requirement is followed at all times. Employees are not to allow access by anyone without proper HUNEEUS credentials to any computer, phone, server or copy machine equipment without explicit authorization from the IT team. Any employee becoming aware of a breach of this security requirement is obliged to notify the IT team immediately. All security and safety of all portable technology, such as laptops, tablets, projectors, iPads, tablets, phones, etc. will be the responsibility of the employee.

Each employee is required to ensure the asset is kept under their control at all times, and locked when unattended to protect the security of the asset issued to them. In the event of loss or damage, the IT team and the employee's supervisor will assess the security measures undertaken to determine if the employee will be required to reimburse the business for the loss or damage.

All computers, laptops, notebooks, iPads, tablets, phones, etc. are to be secured by a password, passcode, or PIN and locked when unattended, to ensure the security of sensitive data on these devices.

Extra security measures should be applied when dealing with information regarding personally identifiable information of company staff, customers or the individuals we do business with.

Devices located anywhere should never be left logged in and unattended to prevent unauthorized access of our systems by consumers, vendors, family members, and any other visitors.

## **Information Security**

All data is to be backed up using existing backup processes in place. It is the responsibility of the IT team to ensure that data back-ups are conducted. All technology that has internet access must have IT team approved anti-malware, firewall and automatic system updates activated. It is the responsibility of the IT team to install all anti-malware software and ensure that this software remains up to date on all technology owned by Huneus. All information used within Huneus is to adhere to the privacy laws of the jurisdiction where that information is stored and Huneus' confidentiality requirements.

## **Protecting Data and PCI DSS 3.2 and ISO 27002 Information Security Compliance Frameworks**

Every employee is responsible for protecting the data and privacy of the clients of Huneus whom they serve. Every device or program used to conduct business for Huneus must be protected by a unique password. Passwords should not be shared with anyone, nor should they be passwords used anywhere else. This includes, but is not limited to, phones, tablets, iPads, email, storage devices, cloud storage, Google shared documents, and programs.

Email - All email communications regarding Huneus business shall be made using the email addresses provided by Huneus. There should never be use of personal email addresses to conduct company business or transmit data of any kind relating to the business. Likewise, you should not use company email for personal business.

Texting - Texting/messaging any sensitive data or information regarding clients of Huneus is

prohibited. In circumstances where company business needs to be conducted via text message, it shall only be done using a messaging app with end-to-end encryption like Microsoft Teams, iMessage, Keybase or Signal. The only official text messaging app approved by Huneeus for conducting company business currently is Microsoft Teams Chat. (Huneeus team-members are highly encouraged to install the Microsoft Teams app on their personal phones for internal Huneeus communications.)

Any default SMS messaging (e.g. green bubbles) through your mobile provider is not encrypted, and therefore not HIPAA compliant. If you need any help, or have any questions about using or installing secured messaging applications, please contact IT.

Cloud Storage – Any program other than Microsoft OneDrive, Microsoft SharePoint or Box.com or that stores data on an external server (online/cloud) not owned or controlled by Huneeus must have prior approval from the IT Department. These services include Dropbox, Google Drive, etc. These cloud storage accounts must be protected by a password with two factor authentication. When an employee who had access to the password to one of these cloud storage accounts leaves the department, program, or company, the password will be changed to protect the information stored. It is the responsibility of the department to change these passwords and notify the IT Administrator of the change and new password.

USB drives /External hard drives – Storing company information on a USB drive or external hard drive is strictly prohibited without prior approval of the IT Department. If approval is granted, an inventory of the approved device will be kept by the IT department. These devices will be returned to the IT department if the employee leaves Huneeus. Employees who disregard these policies and share confidential information through outlets other than listed here do so at the risk of disciplinary action or termination.

### **Technology Access**

Every employee will be issued with unique credentials to access the business technologies in use at Huneeus. Passwords are not to be shared with anyone. The IT team is responsible for the issuing of the initial password for all employees. When an employee forgets the password, or is “locked out,” the IT Department can reset the employee’s password if self-service password reset is unavailable.

### **Access Control**

Employees may be provided a key and alarm code to access properties of Huneeus. These codes will grant access to buildings and gates and are typically only to be used by the person they are assigned. Your personal alarm or gate code is not to be shared with anyone. If you need access to a Huneeus property or need extended times to a property that you currently do not have access to, please notify your supervisor to allow access to be granted.

### **SOCIAL NETWORKING**

Social media are powerful communication tools that have a significant impact on organizational and professional reputations. The following policy is to help clarify how best to enhance and

protect our organization, personal, and professional reputations when participating in social media. Social media are defined as media designed to be disseminated through social interaction, created using highly accessible publishing techniques. Examples include Facebook, Blogs, Snapchat, RSS, YouTube, Second Life, Twitter, LinkedIn, Instagram, Reddit, etc. Employees need to follow the same behavioral standards online as they would in real life. The same laws, professional expectations, and guidelines for interacting with consumers, fellow employees, and others apply online as in the real world.

**Employees are liable for anything they post to social media sites.**

1. Make clear disclosures: Personal blogs and other online posts should have clear disclaimers that the views expressed by the author in the blog is the author's alone and do not represent the views of Huneus. Do not explicitly represent yourself as a Huneus employee if it is not required for your work at Huneus or long-term career growth. Be clear and write in first person. Make your writing clear that you are speaking for yourself and not on behalf of Huneus in any content where Huneus or your work is mentioned.

2. Protect confidential and proprietary information: Do not post confidential or proprietary information about Huneus, employees, customers, or facilities. Do not post pictures of keys or security badges. Employees must still follow the applicable federal requirements such as FERPA and HIPAA. Adhere to all applicable Huneus privacy and confidentiality policies. Employees who share confidential information do so at the risk of disciplinary action or termination.

3. Respect copyright and fair use: When posting, be mindful of the copyright and intellectual property rights of others and of Huneus.

4. Avoid hazardous materials: Do not post or link to any materials that are defamatory, harassing, or discriminatory. Do not post hate speech. Any hate speech will result in immediate termination from Huneus. Do not post obscene (NSFW) materials with linking to Huneus.

5. Do not qualify work: Do not post statements disparaging the quality of the work of your co-workers or Huneus.

6. Do not return fire: If a negative post or comment is found online about Huneus, or yourself, or coworker, do not counter with another negative post. Instead, please notify the Human Resources Department so it may take appropriate action.

7. Terms of service: Obey the Terms of Service of any social media platform employed  
IT

Remember that the internet is not anonymous, nor does it forget. Everything written on the Web can be traced back to its author one way or another and very easily. Information is backed up often, and posts in one forum are usually replicated in others through trackbacks and reposts or references. Only the CEO and ownership are authorized to speak on behalf of Huneus with outside entities unless prior approval is granted by the CEO.

**ACCEPTABLE/UNACCEPTABLE USE**

Huneeus makes every effort to provide the best available technology to its employees. We communicate to employees primarily through email. This is a great way to keep the lines of communication open in a productive and efficient manner.

Internet/Intranet/Extranet-related systems, including, but not limited to, computer equipment, software, operating systems, storage media, network accounts providing email, web browsing, and FTP, are the property of Huneeus. These systems are to be used for business purposes in serving the interests of Huneeus during normal operations.

Effective security is a team effort involving the participation and support of every Huneeus employee and affiliate who deals with information and/or information systems. It is the responsibility of every computer user to know these guidelines and to conduct their activities accordingly.

## **Purpose**

The purpose of this policy is to outline the acceptable use of computer equipment at Huneelus. These rules are in place to protect the employee and Huneelus. Inappropriate use exposes Huneelus to risks, including malware, compromise by hackers of network systems and services, and legal issues.

## **Scope**

This policy applies to employees, contractors, consultants, temporary/seasonal, and other workers at Huneelus, including all personnel affiliated with third parties. This policy applies to all equipment that is owned or leased by Huneelus.

## **General Use and Ownership**

Huneelus, at its option, may change, delete, suspend, or discontinue parts of the manual in its entirety, unilaterally, at any time without prior notice. Portions of this document describing specific software or technologies may be considered “living” and subject to change. In the event of a policy change, employees will be notified. Any such action shall apply to existing as well as to future employees. Huneelus property including computers, electronic mail, and voice mail should only be used for conducting Huneelus business. The use of the electronic mail system may not be used to solicit for commercial ventures, religious or political causes, or other non-job-related solicitations.

Furthermore, the electronic mail system is not to be used to create any offensive or disruptive messages (i.e., messages that contain sexual implications, racial slurs, or any other comments that offensively address someone's age, sexual orientation, religious or political beliefs, national origin, or disability). In addition, the electronic mail system shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials. Employees should understand that these systems are intended for business use, and that all computer information and electronic mail messages are considered Huneelus records.

Huneelus must, and does, maintain the right and the ability to enter into any of these systems and to inspect and review any and all data recorded in those systems, employees should not assume that such messages are private and confidential or that Huneelus will not have a need to access and review this information. Individuals using Huneelus Vintner's business equipment should also have no expectation that any information stored on their computer - whether the information is contained on a computer hard drive, or in any other manner - will be private. Huneelus has the right to, but does not regularly, monitor electronic mail messages. Huneelus will, however, inspect the contents of computers, or electronic mail in the course of an investigation triggered by indications of unacceptable behavior or as necessary to locate needed information that is not more readily available. Given Huneelus's right to retrieve and read any electronic mail messages, such messages should be treated as confidential by other employees and accessed only by the intended recipient.

## **Security and Proprietary Information**

1. The information contained on Internet/Intranet/Extranet-related systems should be classified as either confidential or not confidential. Examples of confidential information include, but are not limited to, corporate strategies, competitor information, trade secrets, specifications, consumer lists, and research data. Employees should take all necessary steps to prevent unauthorized access to this information.

2. Keep passwords and PINs secure and do not share accounts. Authorized users are responsible for the security of their passwords, PINs, and accounts. System level passwords should be changed as directed by IT. Dashlane password manager is provided based on job description and title.

3. All PCs, laptops, and workstations should be logged-off or screen-locked when the employee will be away from the device, or out of the office.

4. Because information contained on portable computers is especially vulnerable, special care should be exercised to ensure the device is under your control, at all times.

5. Postings by employees from a Huneus email address to any internet websites should contain a disclaimer stating that the opinions expressed are strictly their own and not necessarily those of Huneus, unless posting is in the course of business duties. However, it is preferred you do not use your company email address to register for any websites not directly work related for the reasons stated here and in earlier sections.

6. All PCs, laptops, and workstations used by the employee that are connected to Huneus Internet/Intranet/Extranet, whether owned by the employee or Huneus, shall be continually executing approved anti-malware software with a current threat database unless overridden by departmental or group policy.

7. Employees must use extreme caution when opening email attachments received from unknown senders, which may contain viruses, email bombs, or Trojan horse code.

## **Unacceptable Use**

The following activities are, in general, prohibited. Employees may be exempted from these restrictions during the course of their legitimate job responsibilities (e.g., systems administration staff may have a need to disable the network access of a host if that host is disrupting production services). Under no circumstances is an employee of Huneus authorized to engage in any activity that is illegal under local, state, federal, or international law while utilizing Huneus-owned resources. The lists below are by no means exhaustive, but rather attempt to provide a framework for activities that fall into the category of unacceptable use.

## **System and Network Activities**

The following activities are strictly prohibited, with no exceptions:

1. Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to,

the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Huneus.

2. Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books, or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which Huneus or the end user does not have an active license is strictly prohibited.

3. Introduction of malicious programs into the network or servers (e.g., viruses, worms, Trojan horses, email bombs, etc.).

4. Revealing your account password to others or allowing use of your account by others. This includes family and other household members when work is being done at home.

5. Using a Huneus computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the user's local jurisdiction.

6. Making fraudulent offers of products, items, or services originating from any Huneus account.

7. Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, keylogging, ping floods, packet spoofing, denial of service, and forged routing information for malicious purposes.

8. Executing any form of network monitoring which will intercept private data not intended for the employee's host, unless this activity is a part of the employee's normal job/duty.

9. Circumventing user authentication or security of any host, network or account.

10. Interfering with or denying service to any user other than the employee's host (for example, denial of service attack).

11. Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's session, via any means, locally or via the Internet/Intranet/Extranet.

12. Providing information about, or lists of, Huneus employees to parties outside Huneus.

### **Email and Communications Activities**

The following activities are strictly prohibited, with no exceptions:

1. Sending unsolicited email messages, including the sending of "junk mail" or other

advertising material to individuals who did not specifically request such material (email spam).

2. Any form of harassment via email, telephone, or paging, whether through language, frequency, or size of messages.

3. Unauthorized use, or forging, of email header information.

4. Solicitation of email for any other email address, other than that of the poster's account, with the intent to harass or to collect replies.

5. Creating or forwarding "chain letters", "Ponzi," or other "pyramid" schemes of any type.

6. Use of unsolicited email originating from within Huneus 's networks of other Internet/Intranet/Extranet service providers on behalf of, or to advertise, any service hosted by Huneus or connected via Huneus Vintner's network

## **TECHNICAL SUPPORT**

Technical support will be provided by the IT Department and LangTech (support@langtech.com) during normal business hours for all Huneus approved devices and software. After hours support is available under special circumstances and will be reviewed based on severity. Phishing attempts should be forwarded to phishing@langtech.com. No support will be provided without an email request to IT and/or LangTech.

## **Equipment Requests**

### **Full Time Hires**

All requests for new equipment such as laptops, desktops, printers, projectors, etc. must be approved by managers. All requests should be communicated to HR when job offer is accepted and start date agreed upon. The request should include:

- Equipment being requested
- Staff the equipment is being assigned to
- Date the equipment is required
- Organizational unit the equipment will be used in
- Site the equipment will be used at
- Software required

In most cases, equipment like projectors and speakers for events can be assigned for temporary use. The IT department has a limited number of devices available for temporary use and it is assigned on a first come first serve basis. Staff should create a request for the equipment at least five business days before it is required, if possible.

The request should include:

- Equipment being requested
- Staff the equipment is being assigned to
- Date the equipment is required

## **72. Company-Sponsored Events**

The Company may sponsor a variety of voluntary employee activities and events throughout the year. Non-exempt employees will not be paid for time spent at Company-sponsored events that occur outside of their normal office working hours unless their attendance is required. For Company-sponsored events that occur during normal office working hours where attendance is voluntary, non-exempt employees will be paid for a normal 8-hour day; however, voluntary time spent at the event will not count towards overtime calculations. The Company will attempt to accommodate changes in regularly scheduled workdays in order to allow employees to attend such events.

During Company-sponsored events, food, alcoholic beverages, and non-alcoholic beverages may be provided and, if so, are restricted to the designated event times and areas. With regard to alcoholic beverages, the following guidelines must be observed:

- Alcohol consumption will not be permitted on Company premises at times other than during Company-sponsored events or as deemed appropriate due to the nature of the position as approved by the employee's manager;
- Minors will never be permitted to consume alcohol; and
- Employees will not be allowed to bring alcoholic beverages on premises

If an individual chooses to consume alcohol during Company-sponsored events, it is his or her responsibility to monitor the amount consumed and to behave in a responsible and prudent manner. The Company reserves the right to refuse to serve or stop serving alcoholic beverages to any employee or other attendee at any time in its discretion at Company-sponsored events, and will provide an individual who has consumed alcohol with arrangements for transportation if either requested by the individual or determined necessary by the Company.

## **73. Health and Safety**

Every employee is responsible for the safety of himself or herself as well as others in the workplace. To achieve the Company's goal of maintaining a safe workplace, everyone must be safety conscious at all times. To help promote the concept of a safe workplace, the Company maintains an Injury and Illness Prevention Program (IIPP), which is obtainable by contacting Human Resources.

The Company provides for meetings, training programs, and the posting of safety notices and safety tips. The IIPP also includes periodic inspections to identify and evaluate potential safety hazards. In addition, it provides for the correction of any hazards that are identified and the investigation of any incidents of workplace violence. For more information, please refer to the Safety binder in your department.

- Overall, please remember that no job is so important and no service is so urgent that we cannot take time to perform our work safely.
- Should there be any job-related accident, injury, and/or illness, employees are to immediately report this occurrence to their supervisor. In no situation, except in an emergency, should an employee leave their shift without reporting an injury that occurred.
- Report immediately to your supervisor any personal injury you suffer at work regardless of how minor it may seem at the time. The Company will provide you with a claim form and other related information and documents you will need to receive medical attention when necessary.
- Report immediately to your supervisor any personal injury a guest may suffer no matter how minor it may seem at the time.
- Make sure you develop a “safety attitude” in all your work habits and help others to maintain safety in the workplace as well.

#### **74. Ergonomics**

The Company will make reasonable adjustments to reduce exposure to known ergonomic hazards through modifications to equipment and processes and employee training. The Company encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines.

The Company believes that the reduction of ergonomic risk is instrumental in maintaining an environment of personal safety and well-being, and is essential to the business. The Company intends to provide appropriate resources to create a safe work environment.

Employees who have any questions about ergonomics should contact Human Resources.

#### **75. Security**

The security of the facilities as well as the welfare of employees requires that every individual be constantly aware of potential security risks. Employees should immediately notify their manager or the Office Manager or dial 911 (if appropriate) when unknown persons are acting in a suspicious manner, in or around the facilities, or when keys are lost or misplaced. If an employee believes that an imminent threat of serious harm exists, the employee should also contact appropriate law enforcement or emergency response personnel and request assistance.

#### **76. Prevention of Violence in the Workplace**

The Company seeks to provide its employees with a workplace that is safe and free from all violent, threatening, and intimidating conduct. The Company will not tolerate violence or threats of violence in any form in the workplace, at work-related functions, or outside the workplace if such behavior affects the workplace. Through this policy, the Company protects employees against violence and threats of violence by any other employee of the Company, including managers, as well as vendors, customers, and any other persons.

Employees may not engage in any conduct intended to harm, endanger, or intimidate another person or the property of another person. Examples of prohibited conduct include, but are not limited to, the following:

- Physical assaults or threats of physical assault, whether made in person or by other means (i.e. in writing, by phone, fax, or email);
- Speech that is intimidating and has the purpose or effect of threatening the health or safety of a co-worker;
- Possession of firearms or any other weapon at the Company, while engaged in Company business or at a work-related function; or
- Any other conduct or acts that the Company believes represents an imminent or potential danger to workplace safety and/or security.

Employees should report occurrences or threats of violence to their manager, Human Resources, or any management representative. The Company will promptly investigate any reported occurrences or threats of violence. Where appropriate and/or necessary, the Company will also take any steps deemed necessary to stop the conduct and protect Company employees and property.

Employees who violate this policy are subject to disciplinary action, up to and including termination of employment.

### **77. Smoking**

To ensure a healthy and comfortable workplace for all employees, the Company maintains a smoke-free environment. For purposes of this policy, smoking includes lighting, smoking, or carrying a lighted cigarette, cigar, or pipe, use of cannabis, and the use of any electronic smoking device. This list is illustrative only and not exhaustive.

### **78. Housekeeping**

All employees are expected to keep their work areas clean and organized. People using common areas such as break rooms and restrooms are expected to keep them sanitary. All employees are expected to clean up after meals and dispose of trash properly.

### **79. Off-Duty Use of Facilities**

Employees are prohibited from being on Company premises or making use of Company facilities while not on duty. Employees are expressly prohibited from using Company facilities, Company property, or Company equipment for personal use, except where such use has been approved by the Company.

## **80. Conducting Personal Business**

Employees are to conduct only the Company business while at work. Employees may not conduct personal business or business for another company during their scheduled working hours. On a limited basis, employees may use cell phones and email for personal purposes at work as long as it doesn't interfere with their performance and hinder project schedules. Employees are expected to use common sense and are encouraged to leverage meal periods and rest breaks for personal needs.

## **81. Dress Code and Grooming Standards**

Personal appearance is extremely important in our business because our commercial image is part of our success. All Huneeus Vintner employees must always project a tasteful personal image and must appear well-groomed. This image is necessary in our effort to maintain the reputation of our brand to our guests, vendors, and co-workers, which, in turn, will help us reach future growth as well as an enhanced sense of pride. Attire must always appear neat, clean, and wrinkle-free. Baggy, wrinkled, or untidy clothing is not acceptable. Employees must be fully groomed before clocking in for work.

We reserve the right to define acceptable appearance and attire, and if the standards are not met you may be subject to disciplinary action. Decisions regarding areas that are not directly or specifically addressed in the Grooming Standards will be up to the discretion of the General Manager. The Company may make exceptions to certain appearance and grooming standards to accommodate religious beliefs or other protected characteristics that would not cause undue hardship.

### **Hygiene**

All employees are required to maintain a high standard of personal hygiene. Regular showers and use of deodorant are required. Fingernails should be clean and trimmed, and breath should be fresh.

### **Hair and Makeup**

Hair is to be clean and styled appropriately to your unique property atmosphere. Employees with long hair must have hair pulled back in accordance with sanitation guidelines.

Employees who wish to wear a mustache, beard, or goatee may do so provided that it is trimmed and neat in appearance.

Makeup should be professional, modest, and appropriate to your workplace atmosphere.

### **Perfume, Aftershave, Cologne, and Scented Lotions**

The use of perfume, cologne, scented hair products, or scented lotions of any kind is not acceptable, as they interfere with the enjoyment of wine.

### **Tattoos & Piercings**

To ensure a professional environment that allows some individuality, piercings will be assessed and approved by the supervisor so that they are in line with the identity of each property. Tasteful tattoos are acceptable as determined by management.

### **Uniforms**

If you are required to wear a uniform, it will be provided to you by your manager. If not, your manager will inform you regarding the applicable dress and grooming standards.

### **Footwear**

You are responsible for providing your own footwear and must keep it clean and presentable. Footwear must be neutral in color and professional in appearance. For the purpose of safety, you must wear practical shoes. Moccasins, open-toed shoes, sandals, or high platform shoes are unacceptable.

### **Identification Badges**

Name badges, where applicable, are a part of the uniform and must be worn at all times.

## **82. Celebrity Guests**

We are fortunate that our properties attract many celebrity musicians, actors, authors, politicians, and sports figures. It is our responsibility, as representatives of the Company, not to infringe on the privacy of any of our guests or patrons who may be in the public eye or considered a celebrity.

Please remember that our celebrity guests and patrons visit us because of the level of professionalism, respect, and privacy we provide. Therefore, it is imperative we refrain from soliciting autographs, tickets to any performance, or photographs of or with the celebrity. Do not, under any circumstances, solicit these items from our guests. Any employee who does so will be subject to disciplinary action up to and including separation.

Our goal is to provide a comfortable, enjoyable experience to all our guests. Please be respectful of the privacy of all our guests.

## **83. Customer Relations**

Employees are expected to be polite, courteous, and attentive to every customer. When an employee encounters an uncomfortable situation with a customer that he or she does not feel capable of handling, the employee should politely excuse themselves from the interaction and notify his or her manager immediately.

Customers are to be treated courteously and given proper attention at all times. A customer's question or concern should never be regarded as an interruption or an annoyance. Employees

must respond to inquiries from customers, whether in person, in writing, or by telephone, promptly and professionally. A telephone caller should never be placed on hold for an extended period of time. Incoming calls should be directed to the appropriate person, and the employee should make sure the call is received.

Employees should demonstrate their desire to assist the customer in obtaining the help he or she needs. Employees, who are unable to help a customer, should find someone who can. All correspondence and documents, whether to customers or others, must be neatly prepared and error-free. Attention to accuracy and detail in all paperwork demonstrates a commitment to those with whom the Company does business.

Employees should never argue with a customer. If a problem develops or if a customer remains dissatisfied, a manager or any management representative should be asked to intervene.

#### **84. Employees Who Are Required to Drive**

Employees who are required to drive a Company vehicle or their own vehicles on Company business may be required to show proof of a current valid driver's license and current effective personal automobile insurance coverage.

The Company may participate in a system that regularly checks state Department of Motor Vehicles (DMV) records of all employees who drive as part of their job.

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

Employees who drive their own vehicles on Company business will be reimbursed at the standard Internal Revenue Service (IRS) rate per mile. This rate is intended to cover insurance, fuel, and wear and tear on the vehicle. No additional reimbursements are paid.

#### **85. Prohibited Use of Cell Phone and Electronic Communication Devices While Driving**

In the interest of the safety of Company employees and other drivers, the Company employees are prohibited from using cell phones and electronic devices while driving on Company business and/or Company time. If an employee's job requires that they keep their cell phone turned on while driving, in accordance with California state law, the employee must either use a hands-free device or must safely pull off the road before conducting Company business.

In addition, employees are prohibited from writing, sending, or reading text-based communications (including text messaging, instant messaging, and email) on a wireless device or cell phone while driving on Company business.

If an auto accident occurs on Company time and was the result of using a wireless communication device while driving, or other unlawful or prohibited activity, the employee may be subject to immediate termination.

Violation of this policy may result in disciplinary action, up to and including termination of employment.

For further information please refer to the vehicle safety and usage policy.

### **86. Expense Reimbursements**

The Company reimburses employees for reasonable and necessary business expenses. Employees who have a company credit card or who have incurred business expenses must submit required receipts for reimbursement. For specifics on Expense Reimbursements, employees should refer to the Company's Travel and Entertainment policy.

The Company credit card is to be used for business-related expenses only.

Failure to adhere to the Travel and Entertainment policy may result in disciplinary action up to and including termination of employment.

### **87. Travel, Entertainment, and Other Business Expenses**

The purpose of this policy is to provide employees with guidelines for business travel and entertainment ("T&E") expenditures and procedures for reimbursement.

#### **RESPONSIBILITY**

All Company employees are responsible for complying with this policy to ensure appropriate use of Company funds.

The Company will pay all necessary and reasonable expenses for authorized business T&E. The Company expects its employees to exercise fiscal responsibility to ensure that all expenditures are appropriate and consistent with the guidelines established in this document.

The Corporate Controller is responsible for the interpretation, review, and updates related to this policy. It is the responsibility of the Accounting and Human Resources departments to announce this policy to the Company and to train employees.

The Company's President and Chief Financial Officer have the authority to review and audit all expenses at any given time to ensure accurate application of this policy.

#### **ADMINISTRATION AND GENERAL GUIDELINES**

T&E generally consists of any expenditures for the purpose of conducting business. This includes but is not limited to business meals, transportation, and travel. Guidelines for each category are set forth below. All expenditures must be appropriate, legal, and within the parameter of proper business judgment.

Employees should **NEVER** drink and drive. If an employee needs a safe ride home, we will support you in getting home safely and the transportation costs are eligible for reimbursement.

All T&E expenses shall be submitted through Concur at a minimum within the month the expense is incurred. To access Concur, log in at <https://www.concursolutions.com/nui/signin>. For Concur support, please contact: [ap@huneuswines.com](mailto:ap@huneuswines.com).

For employees without computer or Concur access, you may complete an Expense Reimbursement Form, which is available from your Manager and accessible via [Box.com](#)> Company Resources> Finance Info. T&E expenses will be approved by your direct Manager, and depending on the amount, may require approval from the Department Head.

All expenses submitted must be supported by evidence of proof of payment in the form of an itemized receipt and/or credit card receipt, with the exception of expenses less than \$25.00 and/or cash tips. When submitting expenses in Concur, the system notates required transaction details.

Late fees and/or service charges associated with expenses incurred on your personal credit/debit cards are not eligible for reimbursement.

Advances are not permitted.

### **Best Practices for Booking Travel**

Lodging and transportation decisions should be made with safety in mind, while honoring the T&E policy. Sound judgment should prevail over all travel arrangements. The employee should actively seek the best possible rates for accommodations suitable to the circumstance.

When making travel reservations, use the internet or most cost-effective coordination wherever possible for hotel and car rentals. Below is a list of websites that the Company encourages you utilize when booking travel:

- Kayak
- Priceline
- Hotwire
- Travelocity
- Better Bidding

If you have any questions about how to navigate or use any of the sites listed above, the Company will coordinate a tutorial for you. Please notify your manager if you need assistance in this area.

Patronize hotels that offer corporate discount rates. The same should be followed when arranging business meetings and/or group accommodations.

### **MEALS**

#### **Travel Meals**

The Company shall reimburse breakfast, lunch, and dinner while an employee is away from home on company business. Budget-conscious judgment should always be exercised, and

excessive charges are not permitted unless pre-approved.

Cost for individual meals (excluding tip) should not exceed up to \$75.00 per day (“per diem”). Employees will not be reimbursed for amounts above the prescribed per diem that have not been approved by their manager. These guidelines do not apply to meals for entertainment purposes.

Reimbursement includes tax and gratuity. General target gratuity is estimated at 15-20%.

### Entertainment Meals

#### *With Non-Employees*

Entertainment expenses will be reimbursed only if they directly relate to the business you are conducting, or if they are associated with substantial business discussion that precedes or follows the entertainment.

When entertaining distributor/importer personnel or trade contacts, the number in attendance should be limited to those who are needed to contribute to the business being discussed. Additionally, distributor/importer personnel should be expected to periodically share in paying for those expenses that involve trade contracts.

Entertainment expenses incurred in the performance of company business include but are not limited to the following types of activities:

- Meals in restaurants, clubs, etc. **All Sales Department entertainment expenses over \$500 require prior approval from the Department Head.**
- Trade calls
- Attendance at charitable, athletic, or cultural events when beneficial to the Company
- Participation in trade-related recreational activities with prior approval from the Department Head

The Company will reimburse the following types of business meals, within reason:

- Interviews and job offers to prospective employees
- Business guests (wine writers, trade/professional members, industry colleagues, etc.)
- Attending an industry function as company representative

#### *With Employees*

Department/team entertainment costs should be pre-approved by your Manager and processed through Concur.

Meals between employees will not be reimbursed unless they occur during business-related travel or a meal occurs as part of an approved business meeting/function. When business meetings can only occur during meal times, periodically, a working lunch or dinner are reimbursable.

## TRANSPORTATION

### Air Travel

Unless otherwise approved by your manager, tickets shall be booked as Coach class at least 14 days in advance. Use the most economical fare available whenever possible. Business or First-Class tickets shall not be considered for reimbursement. Benefits accrued from frequent flyer mileage may be used to upgrade but should not influence your decision to choose an airline.

Make every attempt not to alter your ticket. Last-minute changes are frequently responsible for drastically increasing the cost of the trip. Should a last-minute change to your trip be required and additional costs are incurred due to the change, pre-approval from your manager must be obtained. Unused airfare should be processed for refund immediately, and not placed on the expense report as it's *not* an eligible reimbursable expense.

Individuals may elect to participate in any of the airlines' "Frequent Flyer" clubs and may accrue the benefits awarded. Employees should not plan travel that will boost mileage at the expense of planning the most cost-efficient travel.

In-flight Wi-Fi, if required for business, is eligible for reimbursement.

The following items shall *not* be reimbursed as related to air travel:

- Membership in airline clubs
- In-flight movies
- In-flight drinks

### Car Transportation

#### *Insurance*

When operating your own vehicle for the Company business, the following applies:

- Your personal auto liability insurance is the primary payer.
- You should carry at least \$300,000 per occurrence liability coverage. Evidence of insurance coverage is to be provided to the Company each year, by either a copy of your policy's declaration page or a certificate of insurance.
- The Company is not responsible for the physical damage to your vehicle, and the mileage reimbursement you receive is designed to cover insurance and other auto-related expenses. You must carry your own collision and comprehensive coverage.
- Report mileage, tolls, etc. for expense reimbursement unless you receive an auto allowance.

When renting a vehicle for business purposes, you must rent the car in the name of the Company for the Company's auto liability insurance to apply in the event of an accident. You may elect to deny additional insurance coverage offered by the rental agency.

#### *Car Rental*

The Company has secured a corporate account with Budget Rental Car. Our corporate discount number is **U322967**, which should be utilized when booking cars.

Car rental should be used only when other suitable and less expensive means are not practical or available. Car rental needs must be approved by the Department Head.

Employees should rent vehicles in the compact or mid-size range unless you are travelling in a group. When traveling in a group, cars should be shared whenever possible. Employees shall always seek the best possible rates.

The Company will not reimburse for additional car insurance or rented cellular phones.

#### *Personal Vehicle*

When driving your personal car for business purposes you are eligible for the standard IRS mileage reimbursement rate. When expensing mileage, provide an explanation/purpose of the usage in the “notes” section of the Concur expense report. This reimbursement does not apply to those individuals with an auto allowance.

Transportation expenses between your home and your main/regular place of work are personal commuting expenses and not reimbursable. However, mileage will be reimbursed for transportation in excess of your regular commute.

#### *Public Transportation*

The Company will reimburse for public transportation including Uber, Lyft, taxi, shuttle, subway, bus, ferry, etc., including tips and transfers. Use complimentary hotel shuttle services when possible.

#### **LODGING**

Hotel reservations should be made at moderately priced hotels, in locations serving the basic need of the traveler.

The target hotel room rate is \$230.00 per night, excluding tax and surcharges.

The Company recognizes that the target rate may not be a viable option in certain urban settings. Thus, the target rate shall be \$350.00 for the following cities:

- Boston
- Chicago
- Los Angeles
- Miami
- New York
- San Francisco
- Dallas
- Houston
- Seattle

Hotel room costs above these thresholds require pre-approval, in writing from your direct manager.

Valet parking and dry cleaning are eligible expenses if you are traveling longer than 5 days or over a weekend.

Reasonable tips and gratuities are eligible for reimbursement. This includes a bellman or valet services. We anticipate these expenses will be a few dollars each when applicable.

The following items shall not be reimbursed as related to lodging:

- Personal recreation activities
- Long distance phone calls from the hotel room; cell phones must be used whenever possible
- Hairdresser, barber, or toiletries
- Childcare
- Kennel fees
- Books, newspapers, in-room TV movies, or health club use in the hotel
- Mini bar alcohol

#### **BUSINESS OPERATION EXPENSES**

**Cell Phones:** The Company will reimburse employees for cell phone charges on an individual basis, in accordance with the cell phone reimbursement policy. Eligible employees will receive their cell phone allowance as part of their paycheck. No other cell phone expenses should be submitted through Concur.

**Postage, Copies, and Supplies:** All stamps, postage, or mailing supplies purchased for business use are reimbursable. Employees should make all efforts to print at a worksite or home office. The Company shall reimburse employees for reasonable copies and office supplies. Excessive printing is discouraged.

**Dues, Memberships, and Subscriptions:** Include any membership dues and/or subscriptions to business publications pre-approved by your manager.

**USPS, UPS, and FedEx:** Please plan your shipments with the ability to use 2-3 day shipping minimum. Overnight shipping is to be used only in **urgent** situations. All business shipping charges are reimbursable. In urgent situations, if you need a courier service, contact your manager for pre-approval of the cost. Our Napa office has a USPS postage machine available for use.

#### **88. Recreational Activities and Programs**

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

#### **89. Inclement Weather and Natural Disasters**

If weather conditions prevent employees from safely traveling to work, they must notify their immediate supervisor by phone, if telephone service is functional, or by any other available means. In the event of natural disasters such as earthquake, fire, or explosion, the office will be closed if the building is damaged or highways leading to the office are damaged. For instructions on reporting to another location, employees should contact their immediate supervisor, if possible.

**Handbook Acknowledgement and Receipt Form**

*Please sign the acknowledgment below and return it to Human Resources. It is your responsibility to read and understand the contents of this Handbook.*

This is to acknowledge that I have received a copy of the Company’s Handbook, including the Anti-Harassment and Drug and Alcohol Usage policies, and understand that it summarizes the Company’s employment policies and practices, as well as certain duties, responsibilities, and obligations owed by employees to the Company. I understand and agree that it is my responsibility to read and familiarize myself with the provisions of this Handbook and to abide by the rules, policies, and standards set forth in this Handbook.

I further acknowledge that I have received, read, and understood the Company’s Technology Systems policy regarding the right of the Company to monitor usage of all technology systems of the Company.

I also acknowledge that, except for the policy of “at-will” employment, the policies set forth in this Handbook may be modified, changed, suspended, or deleted at any time without prior notice to me or other employees provided such changes are in writing and approved by the President of the Company.

I understand that the Company employs me on an “at-will” basis and that either the Company or I may terminate the employment relationship at any time, with or without cause and with or without notice. No one other than the President of the Company has the authority to employ me on anything other than an “at-will” basis and the President of the Company may agree to do so only in a writing signed by her/him. I also understand that the Company may modify the other terms and conditions pursuant to which it will employ me (such as compensation, benefits, title, and duties) with or without notice and with or without cause. No one other than President of the Company has the authority to limit the Company’s right to modify these other terms and conditions of employment.

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

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

\_\_\_\_\_  
Date