



# Employee Handbook

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## **Required Policies**

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Welcome! As an employee of TWS Facility Services, you are an important member of a team effort. We hope that you will find your position with the Company rewarding, challenging, and productive.

Because our success depends upon the dedication of our employees, we are highly selective in choosing new members of our team. We look to you and the other employees to contribute to the success of the Company.

This employee handbook is intended to explain the terms and conditions of employment of all full- and part-time employees and supervisors.

## **At-Will Employment Status**

TWS Facility Services employees are employed on an at-will basis. Employment at-will means that the employment relationship may be terminated, with or without cause and with or without advanced notice at any time by the employee or the Company. Nothing in this handbook shall limit the right to terminate at-will employment. No manager, supervisor, or employee of the Company has any authority to enter an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the President of the company has the authority to make any such agreement, which is binding only if it is in writing.

## **Introductory Employment Period (Probation Period)**

Every newly hired employee will be subject to an Introductory Employment Period in order to learn about the Company and about the new position. The Introductory Employment Period is 90 days but may be extended in certain circumstances at management's discretion. Employees will be notified in writing if their Introductory Employment Period is being extended.

During this time, the employees will have an opportunity to find out if they are suited to, and like working at the Company. Additionally, the Introductory Employment Period gives the employee's supervisor a reasonable period of time to evaluate the new employee's performance. It also provides management an opportunity to assess whether the employee is a good fit within the organization or new position.

During this time, the employees will be provided with training and guidance from their supervisor and co-workers. The employees may be discharged, demoted or transferred at any time during this period if their supervisor concludes that the employee is not progressing or performing satisfactorily, or if management determines that the employee is not a good fit in the organization or position. Additionally, as is true at all times during an individual's employment with the Company, employment during the Introductory Period is at-will, is not guaranteed for any specific period of time, and may be terminated with or without cause, and without prior notice by either the employee or the Company.

## **Right to Revise**

This employee handbook contains the employment policies and practices of TWS Facility Services in effect at the time of publication. All previously issued handbooks and any inconsistent policy statements, or memoranda are superseded.

The Company reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment. However, any such changes must be in writing and must be signed by the president of the Company.

Any written changes to this handbook will be distributed to all employees so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this handbook.

This handbook sets forth the entire agreement between you and TWS Facility Services as to the duration of employment and the circumstances under which employment may be terminated. Nothing in this employee handbook or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

## **Equal Employment Opportunity**

TWS Facility Services is an equal opportunity employer and makes employment decisions on the basis of merit. We want to have the best available persons in every job. Company policy prohibits unlawful discrimination based on race, color, creed, gender (including gender identity and gender expression), religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, sex (including pregnancy, breastfeeding, childbirth, or related medical conditions), sexual orientation, military and veteran status or any other consideration made unlawful by federal, state, or local laws. It also prohibits unlawful discrimination 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. All such discrimination is unlawful.

The Company is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in Company operations and prohibits unlawful discrimination by any employee of the Company, including supervisors and coworkers.

You may discuss equal employment opportunity related questions with your supervisor, any other member of management, or Human Resources. If you believe you have been subjected to any form of inappropriate or unlawful discrimination in violation of this policy, you should

immediately bring your concerns to your supervisors, the individual with day-to-day personnel responsibilities or Human Resources.

If you believe you have been subjected to any form of unlawful discrimination, submit a written complaint to your supervisor or the individual with day-to-day personnel responsibilities. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses. If you need assistance with your complaint, or if you prefer to make a complaint by phone, contact the Human Resources Department. The Company will immediately undertake an effective, thorough, and objective investigation and attempt to resolve the situation.

If the Company determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action also will be taken to deter any future discrimination. The Company will not retaliate against you for filing a complaint and will not knowingly permit retaliation by management employees or your coworkers.

## **Disability Accommodation**

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

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the Human Resources representative with day-to-day personnel responsibilities and discuss the need for an accommodation. The Company will engage in an interactive process with the employee to identify possible accommodations, if any that will help the applicant or employee perform the job. If the accommodation is reasonable and will not impose an undue hardship, the Company will make the accommodation.

## **Policy Against Harassment and Discrimination**

The Company strives to maintain a work environment where all individuals are treated with dignity, respect, and courtesy. The Company therefore strictly prohibits harassment and discrimination based on race, color, creed or religious observance (including religious dress and/or grooming practices), sex (including pregnancy, breastfeeding, childbirth, or related medical conditions), gender, age, national origin or ancestry, physical or mental disability, military or veteran status, marital status, family care status, medical condition, sexual orientation, gender identity, gender expression, genetic characteristic, genetic information, citizenship status, or registered domestic partner status, or any other category protected by applicable federal, state, or local laws (“Protected Characteristics”). All such harassment and

discrimination on the basis of these Protected Characteristics is unlawful and will not be tolerated. This policy extends to any person an employee comes into contact with while working as a representative of the Company, including; supervisors, coworkers, subordinates, clients, vendors, independent contractors, or any other third party. It also prohibits unlawful harassment and discrimination 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**

Applicable state and federal law defines sexual harassment as: (1) unwelcome sexual advances, requests for sexual favors when (a) submission to the conduct is either explicitly or implicitly made a term or condition of employment, or (b) submission to or rejection of the conduct is used as a basis for employment decisions affecting the individual; or (2) unwelcome visual, verbal, or physical conduct that is based on sex or of a sexual nature that unreasonably interferes with the employee's job performance or creates an intimidating, hostile, or abusive working environment. This definition includes many forms of offensive behavior. Examples of conduct that would be considered unlawful harassment or constitute retaliation are presented below. These examples are provided to illustrate the kind of conduct proscribed by this policy. This list is not exhaustive:

- Unwanted sexual advances;
- Offering employment benefits in exchange for sexual favors;
- Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward;
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct such as leering, making sexual gestures, or displaying sexually suggestive objects, pictures, cartoons, or posters;
- Verbal conduct such as making or using derogatory comments, epithets, slurs, sexually explicit jokes, noises, remarks or comments about any employee's body or dress;
- Verbal sexual advances or propositions;
- Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, comments about a person's sexual experience or sexuality, sexually degrading words to describe an individual, or suggestive or obscene letters, notes, or invitations;
- Physical conduct such as touching, pinching, patting, grabbing, brushing against, poking, assaulting, or impeding or blocking movements; and
- Retaliation for reporting harassment or threatening to report harassment.

Sexual harassment also includes differential behavior because of a person's sex (gender). For instance, treating an employee differently, or subjecting the employee to unwelcome visual, verbal, or physical conduct because of his or her gender, regardless of any sexual desire or sexual nature, is still sexual harassment. It is unlawful for males to sexually harass females or other males, and for females to sexually harass males or other females. 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.

### **Other Types of Harassment and Discrimination**

Prohibited harassment and discrimination on the basis of race, color, creed or religious observance (including religious dress and/or grooming), sex (including pregnancy, breastfeeding, childbirth, or related medical conditions), gender, age, national origin or ancestry, physical or mental disability, military or veteran status, marital status, medical condition, sexual orientation, gender identity, gender expression, genetic characteristic, genetic information, citizenship status, or registered domestic partner status, or any other protected basis, includes unwelcome visual, verbal, or physical conduct that is based on a protected characteristic and unreasonably interferes with the employee's job performance or creates an intimidating, hostile, or abusive working environment, such as:

- Verbal conduct such as threats, epithets, derogatory comments, or slurs;
- Visual conduct such as derogatory posters, photographs, cartoons, drawings, or gestures;
- Physical conduct such as assault, unwanted touching, unwanted attention or blocking normal movement; and
- Retaliation for reporting harassment or threatening to report harassment.

Harassment is unlawful and hurts other employees. This policy prohibits both unlawful and inappropriate behavior. Employees should treat other employees with respect and dignity in a manner that does not offend the sensibilities of a coworker. Moreover, each incident of harassment contributes to a general atmosphere in which everyone who shares the victim's sex or other protected characteristic suffers the consequences. Sexually oriented acts, sex-based conduct, or other harassing conduct has no legitimate business purposes. Accordingly, an employee who engages in such conduct will be made to bear full responsibility for it.

### **Policy Against Bullying**

As the Company is committed to creating and maintaining a workplace environment which fosters mutual respect, integrity, and professionalism, we will not tolerate bullying in our offices or at employment related activities outside of the office. Bullying may be intentional or unintentional, but the impact the behavior has on the targeted employee is what is taken into consideration. Bullying is defined as unwanted conduct, comments, actions, or gestures that affect an employee's dignity, psychological or physical health and well-being in a way not justified by work needs. Bullying may result from the actions of one individual toward another or from the behavior of a group. Bullying conduct is often no different than harassing conduct; while harassment is done to demean, belittle, or assert dominance over an employee based on a protected characteristic, bullying is done to demean, belittle, or assert dominance over another employee for no particular reason, or simply because the employee can do so. Bullying is often characterized by insulting, hurtful, hostile, or malicious behaviors which



undermine, disrupt, or negatively impact another's ability to do his or her job such as:

- Insulting or derogatory remarks, gestures and/or actions;
- Public humiliation of any form, including public reprimands;
- Spreading rumors or gossip regarding employees;
- Unwanted physical contact, to an individual or their property;
- Excluding employees from work functions such as meeting or lunches or making any attempts to ostracize others in any way; and
- Criticism on matters unrelated to the person's job performance or job description.

There may be some circumstances where an employee experiences discomfort or embarrassment which is not related to bullying or inappropriate behaviors, but rather, is related to the normal circumstances of the work environment or interaction with others. Unless there is evidence that demonstrates a pattern of behavior, or there is evidence of one incident having a severe impact, some situations may not constitute a basis for complaint under this policy. However, if you are bothered by a work interaction or have a reasonable belief that the action may constitute bullying, please bring it to the attention of your supervisor or Human Resources so that it can be investigated. Actions which may not be bullying, unless conducted in a disrespectful or inappropriate manner, or other aggravating factors are present, include:

- The normal exercise of supervisory responsibilities, including performance reviews, direction, counseling, and disciplinary action, provided they are conducted in a respectful, professional manner in accordance with the Company policies.
- Social interactions, such as joking, which are objectively reasonable, appropriate, and mutually acceptable, provided the interactions are respectful.
- Disagreements or misunderstandings provided the behavior of the individuals involved remains professional and respectful.

Behaviors which appear to harass or discriminate based on prohibited grounds, as defined by state and federal law, would be subject to the provisions of Policy Against Harassment and Discrimination.

## **Procedure for Reporting Discrimination, Harassment or Bullying**

The Company needs every employee's help to make sure it has a workplace free from discrimination, harassment, and bullying. Employees must tell the Company immediately if they believe they are being discriminated against, harassed, or bullied, or if they believe these behaviors are occurring against others in the workplace. **Do not wait to complain!** These situations must be addressed at the earliest time. Employees must immediately inform any supervisor or Human Resources of any incidents of harassment, discrimination, or bullying by anyone, including supervisors, co-workers, temporary agency personnel, clients, guests, suppliers, or other non-employees. The report should be as detailed as possible regarding what happened, including the names of individuals involved, the names of any witnesses, direct

quotations when language is relevant, and any documentary evidence (notes, pictures, etc.). An employee who believes that he or she has been the victim of harassment or discrimination may also choose to address the issue directly with the alleged harasser. However, even if you are able to resolve the issue informally, you still must inform a supervisor or Human Resources.

Any supervisor who becomes aware of any violation of this policy, or any complaint of harassment, discrimination, or retaliation, must immediately advise Human Resources. In this way, the Company can ensure that such conduct is investigated and acted upon promptly.

All reports of possible harassment, retaliation, discrimination, or bullying will receive (a) the Company's designation of confidentiality, to the extent possible; (b) a timely response; (c) impartial and timely investigations by qualified personnel; (d) documentation and tracking for reasonable progress; (e) appropriate options for remedial actions and resolutions; and (f) timely closures. Reports will be investigated timely, impartially, and thoroughly and will provide due process to all appropriate parties. Reports of harassment, retaliation, discrimination, or bullying and information gathered during the investigation will be handled in a discrete manner, as confidentially as possible, and will be disclosed on a "need-to-know" basis only. While the Company will strive to protect confidentiality, confidentiality of complainants and victims cannot always be guaranteed, especially during the investigation phase. The Company will not retaliate against an employee for making an honest, good faith complaint, or for filing, testifying, assisting, or participating in any manner in any investigation, proceeding, or hearing conducted by a governmental enforcement agency. Additionally, the Company will not tolerate an employee retaliating against another employee who makes an honest, good faith complaint of harassment, discrimination, or bullying, or who participates in an investigation. Discipline for retaliation can include any number of potential options, including termination.

If a complaint is substantiated, appropriate disciplinary action, up to and including termination, will be taken. Appropriate action will also be taken to deter any future harassment, retaliation, discrimination, or bullying. The Company reserves the right to discipline employees, up to and including termination, for harassment, inappropriate conduct, or related conduct that may not rise to the level of legally prohibited harassment.

In addition to the Company's internal complaint procedure, employees should also be aware that the federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) investigate and prosecute complaints of unlawful harassment or discrimination in employment. Employees who believe that they have been unlawfully harassed or discriminated against may file a complaint with either of these agencies. The EEOC and the DFEH serve as neutral fact finders and attempt to help the parties voluntarily resolve disputes. For more information, Employees may contact the nearest office of the EEOC or the DFEH.

In accordance with California law, all supervisors will receive mandatory sexual harassment training within six months of being hired, or becoming a supervisor, and every two years thereafter. Voluntary failure to attend the training may result in discipline, up to and including termination.

## **Open Door Policy**

The Company encourages ongoing, open communication between employees and management. We believe that good communication is essential to the well-being of the Company as an organization, and unresolved concerns or complaints negatively impact our work and our environment. All employees are encouraged to immediately bring any questions, concerns, or complaints to the attention of a supervisor or to Human Resources. Reports of potential harassment or discrimination should be made in accordance with the Company's Policy Against Harassment and Discrimination and must be made immediately. The Company values employees' opinions and will make every reasonable effort to address and correct any employee concerns.

# Hiring

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## **Hiring Procedures**

All employees must complete an employment application and all other required pre-employment forms prior to starting work for the Company.

Prior employers may be contacted for references.

Any person whose job description would require them to operate a company vehicle is required to provide the company with a valid driver license. Failure to maintain this requirement can result in immediate termination.

At the discretion of the Company a background check and credit check may be performed at any time throughout an employee's employment. If the Company believes that the results will adversely affect the Company's operations or safety, the Company may terminate the employee immediately.

Deviations from the above hiring practices may occur whenever the Company deems such variations appropriate.

## **New Hires**

The first 90 days of continuous employment at the company is considered an Introductory Employment Period. During this time, you will learn your responsibilities, get acquainted with fellow employees, and determine whether or not you are happy with your job. Your supervisor will closely monitor your performance.

Completion of the Introductory Employment Period does not entitle you to remain employed by the Company for any definite period of time. Your status as an at-will employee does not change—the employment relationship may be terminated with or without cause and with or without advanced notice, at any time by you or the Company.

## **Job Duties**

During the introductory period, your supervisor will explain your job responsibilities and the performance standards expected of you. Be aware that your job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects, or to assist with other work necessary or important to the operation of your department or the Company. Your cooperation and assistance in performing such additional 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.

## **Full-Time Employees**

Regular full-time employees are those who are scheduled for and do work 30 hours per week. Following the completion of the introductory period, regular full-time employees are eligible for most employee benefits.

## **Part-Time Employees**

Part-time employees are those who are scheduled for and do work fewer than 30 hours per week.

## **Regular Employees**

Regular employees are those who are hired to work on a regular schedule. Regular employees may be classified as full-time or part-time.

## **Temporary Employees**

Temporary employees are those employed for short-term assignments. Short-term assignments generally are periods of three months or fewer; however, such assignments may be extended. Temporary employees are not eligible for employee benefits except those mandated by applicable law.

Each employee is also either:

**Non-Exempt Employee:** An employee who is covered by the federal or state minimum wage and overtime law, is governed by state and federal meal and rest period laws, and is entitled to be paid at least the minimum wage per hour and overtime compensation; or

**Exempt Employee:** A salaried employee who is not entitled to overtime compensation because he or she is not subject to minimum wage and overtime laws, and is not subject to state and federal meal and rest period laws.

## **Benefits**

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## **Eligibility for Benefits**

The Company provides a variety of benefits to all regular full-time employees and to those regular part-time employees scheduled to work 30 or more hours per week who have completed the Introductory Employment Period of 90 days.

The plans are maintained pursuant to legal plan documents. In the case of a conflict between any summary and the plan document, the plan document is controlling.

The Company reserves the right to terminate or amend any benefit plan at any time or to require or increase employee premium contributions.

Please contact the Human Resources Department with any questions or to obtain complete information on any of the programs.

## **Insurance Benefits**

The Company makes available to all regular full-time employees a group health insurance plan and a dental plan.

The Company will contribute 50% towards the premium for the employee only for the employer selected plan for all employees.

The Company does not contribute anything towards the dependent coverage if elected. One hundred percent of the dependent premium is employee paid.

Please refer to the health insurance benefit brochure for a description of the plans available.



# Management

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## **Open-Door**

Suggestions for improving the company are always welcome. At some time, you may have a complaint, suggestion, or question about your job, your working conditions, or the treatment you are receiving. Your good-faith complaints, questions, and suggestions also are of concern to the Company. We ask you to first discuss your concerns with your supervisor, following these steps:

- Within a week of the occurrence, bring the situation to the attention of your immediate supervisor, who will then investigate and provide a solution or explanation.
- If the problem persists, you may describe it in writing and present it to the personnel manager, who will investigate and provide a solution or explanation. If you need assistance with your complaint, or you prefer to make a complaint in person, contact Human Resources. We encourage you to bring the matter to the personnel manager as soon as possible after you believe that your immediate supervisor has failed to resolve it.
- If the problem is not resolved, you may present the problem in writing to the president of the Company who will attempt to reach a final resolution.

This procedure, which we believe is important for both you and the Company, cannot guarantee that every problem will be resolved to your satisfaction. However, the Company values your observations and you should feel free to raise issues of concern, in good faith, without the fear of retaliation.

## **Names and Addresses**

The Company is required by law to keep current all employees' names and addresses. Employees are responsible for notifying the Company in the event of a name or address change.

## **Performance Evaluations**

Each employee may receive periodic performance reviews conducted by his or her supervisor. Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the Company and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with your supervisor, and that you are aware of its contents.

## **Personnel Records**

### **Review of Personnel Records**

You have a right to inspect certain documents in your personnel file, as provided by law, in the presence of a Company representative at a mutually convenient time. No copies of documents in your file may be made, with the exception of documents that you have previously signed. You may add your comments to any disputed item in the file.

### **Disclosure of Personnel Information or Employment Verification**

The Company will restrict disclosure of your personnel file to authorized individuals within the Company. Any request for information contained in personnel files must be directed to Human Resources.

All requests for information on current and former employees must be referred to Human Resources. Information will only be provided with a written request from the employee.

In response to written requests, information such as salary, dates of employment and job position may be provided, if an authorization signed by the employee is provided.

Disclosure of personnel information to outside sources will be limited. However, the Company will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

## **Employment of Relatives**

The Company may refuse to hire relatives of present employees if doing so could result in actual or potential problems in supervision, security, safety, or morale, or if doing so could create potential conflicts of interest. The Company defines “relatives” as spouses, registered domestic partners, children, siblings, parents, in-laws, and step-relatives.

If two employees marry, become registered domestic partners, or become related, causing actual or potential problems such as those described above, only one of the employees will be retained with the Company, unless reasonable accommodations can be made to eliminate the actual or potential problems. The employees will have 30 days to decide which relative will stay with the Company. If this decision is not made within the time allowed, the president of the Company will make the decision, taking the employment history and job performance of both employees into account.

## **Discipline**

The purpose of discipline is to obtain a level of employee performance and productivity which meets Company standards. All employees are expected to conform to certain standards of conduct therefore, certain rules and standard of conduct must be followed to ensure the orderly and efficient operation of the Company. This discipline section serves as a guideline only in determining the appropriate action needed for each specific situation. The Company has the right to:

- (1) Review each situation in its entirety;
- (2) Deviate from this policy whenever we deem it necessary; and
- (3) Employ-at-Will.

Employees who fail to comply with work rules and standards will be subject to disciplinary action. A progressive disciplinary procedure will normally be followed. However, in certain circumstances, and depending on the severity of the offense, immediate termination could result. The Company also maintains the right to terminate "at-will" at any time.

In determining appropriate disciplinary action, management will consider such things as the impact of the offense on the company, the extent of damage or harm caused the employee's work record, and the circumstances of the offense as well as any mitigating circumstances. The disciplinary actions that will be followed in most cases will include verbal reprimand, written reprimand, formal written reprimand, suspension, and discharge. Management reserves the right to start at any level of progressive discipline and the right to skip levels when it is determined to be warranted.

Any disciplinary action taken against an employee will be fully documented and kept on record in the employee's personnel file.

## **Disciplinary Actions, Suspension and Dismissal**

### **Policy**

It is the intent of TWS Facility Services in establishing this policy to provide for its employees a fair, clear and useful tool for correcting and improving performance problems, as well as to provide a process to assist management in handling cases of unacceptable personal conduct. Any disciplinary action taken in accordance with this policy must be for just cause under one of the two following bases:

- discipline imposed on the basis of unsatisfactory job performance including gross inefficiency; and
- discipline imposed on the basis of unacceptable personal conduct.

## Definitions

**Current Unresolved Incident** - An act of unacceptable personal conduct, unsatisfactory job performance or grossly inefficient job performance for which no disciplinary action has previously been taken.

**Disciplinary Demotions** – A personnel action that:

- lowers the salary of an employee within their current pay grade, or
- places the employee in a position at a lower pay grade with or without lowering the employee's salary, and
- the action was involuntary, and
- The action taken was to discipline the employee.

**Disciplinary Suspension without Pay** - the removal of an employee from work for disciplinary reasons without paying the employee.

**Dismissal** - the involuntary termination of the employment of an employee for disciplinary reasons or failure to follow proper procedures and regulations.

**Gross Inefficiency (Grossly Inefficient Job Performance)** - Failure to satisfactorily perform job requirements as set out in the job description, work plan, or as directed by TWS management and, the act or failure to act causes or results in:

- death or serious bodily injury or creates conditions that increase the chance for death or serious bodily injury to an employee(s) or to members of the public or to a person(s) for whom the employee has responsibility; or,
- the loss of or damage to TWS property or funds that results in a serious adverse impact on TWS.

**Insubordination** - the willful failure or refusal to carry out a reasonable order from an authorized supervisor. Insubordination is unacceptable personal conduct for which any level of discipline, including dismissal, may be imposed without prior warning.

**Unacceptable Personal Conduct** - an act that is:

- conduct for which no reasonable person should expect to receive prior warning; or
- job-related conduct which constitutes a violation of state or federal law; or

- conviction of a felony or an offense involving moral turpitude that is detrimental to or impacts the employee’s service to TWS Facility Services; or
- the willful violation of known or written work rules; or
- conduct unbecoming a TWS employee that is detrimental to TWS service; or
- the abuse of client(s), co-worker(s) or person(s) over whom the employee has charge or to whom the employee has a responsibility; or
- absence from work after all authorized leave credits and benefits have been exhausted; or
- falsification of time sheets or in other employment documentation.

**Unsatisfactory Job Performance** - work-related performance that fails to satisfactorily meet job requirements as set out in the relevant job description, work plan, or as directed by the management of the work unit, or corporate office.

## **Just Cause for Disciplinary Action**

### **A. General**

#### **Provisions What is Just Cause?**

There are two reasons (just cause) for the discipline or dismissal of employees. These two reasons are:

- unsatisfactory job performance, including grossly inefficient job performance, and
- unacceptable personal conduct.

Some actions by an employee may fall under both reasons. No disciplinary action shall be invalid solely because the disciplinary action is labeled incorrectly.

#### **When can disciplinary action be taken?**

When just cause exists, any TWS Facility Services field or corporate employee, regardless of occupation, position or profession may be warned, demoted, suspended or dismissed by the appointing authority.

#### **What type of disciplinary action can be taken?**

The degree and type of action taken shall be based upon the sound and considered judgment of TWS. When just cause exists, the disciplinary actions that can be taken are:

- written warning,
- disciplinary suspension without pay,
- demotion, and
- dismissal.

## **B. Unsatisfactory Job Performance**

### **What is Just Cause for unsatisfactory job performance?**

Any work related performance problem may establish just cause to discipline an employee for unsatisfactory job performance. Just cause for a warning or other disciplinary action for unsatisfactory job performance occurs when an employee fails to satisfactorily meet job requirements

The determination of unsatisfactory performance is generally made by the supervisor. The supervisor's determination should be reasonable, proper and factually supported. In determining whether an employee's performance is unsatisfactory job performance, a manager should consider any one or a combination of the factors set forth below:

- |   |   |
|---|---|
| <ul style="list-style-type: none"><li>• the quality of work</li><li>• the quantity of work</li><li>• work habits</li></ul>    | <ul style="list-style-type: none"><li>• the performance or work plan and the appraisal</li><li>• absenteeism</li><li>• ability to follow instructions, directions, or procedures</li></ul>  |
| <ul style="list-style-type: none"><li>• promptness</li><li>• the timely performance of work</li></ul>                         | <ul style="list-style-type: none"><li>• the appropriateness of work performed</li><li>• any other factors that, in the opinion of the supervisor, are appropriate to determine whether an employee's performance constitutes unsatisfactory job performance</li></ul> |
| <ul style="list-style-type: none"><li>• related analysis, decisions, or judgment</li><li>• the accuracy of the work</li></ul> |   |

### **What is required before a disciplinary action for unsatisfactory job performance may be taken?**

Before the disciplinary actions for unsatisfactory job performance may be taken, the following must occur:

**Warning** - before a warning for unsatisfactory job performance the employee must have:

- a current unresolved incident of unsatisfactory job performance.

**Disciplinary Suspension Without Pay** - before a disciplinary suspension without pay for unsatisfactory job performance the employee must have:

- a current unresolved incident of unsatisfactory job performance and
- at least one prior active warning or other disciplinary action for unsatisfactory job performance, or gross inefficiency, or unacceptable personal conduct

**Demotion** - before a demotion for unsatisfactory job performance the employee must have:

- a current unresolved incident of unsatisfactory job performance and
- at least one prior active warning or other disciplinary action for unsatisfactory job performance, or gross inefficiency, or unacceptable personal conduct

**Dismissal** - before a dismissal for unsatisfactory job performance the employee must have:

- a current unresolved incident of unsatisfactory job performance and

## **GROSSLY INEFFICIENT JOB PERFORMANCE/UNACCEPTABLE PERSONAL CONDUCT**

### **What is just cause for grossly inefficient job performance?**

Just cause to warn or take other disciplinary action for grossly inefficient job performance exists when job performance is so unsatisfactory that it causes or results in death or serious injury to employees, co-workers or to persons for whom the employees have responsibility.

Just Cause to warn or take other disciplinary action for grossly inefficient job or results in a serious loss of or damage to TWS property.

### **Disciplinary Procedures**

#### **A. General Provisions**



### **Supervisor's Role in Discipline**

The supervisor has the duty to review and encourage satisfactory job performance by employees of their work unit. A supervisor also has the duty to address cases of unacceptable personal conduct.

When a supervisor determines that an employee has violated this policy the supervisor should examine a number of factors to decide the appropriate type of disciplinary action. Among the factors are:

- Whether the supervisor should recommend disciplinary action based on the facts
- The type and degree of disciplinary action to be taken
- The employee's work history
- The disciplinary actions received by other employees within TWS for comparable performance or behaviors
- Other relevant factors

### **Supervisor's Role in Warnings**

In cases of unsatisfactory job performance, a written warning is the first type of disciplinary action that an employee may receive. After the first unsatisfactory job performance warning, a supervisor may give additional written warnings or a higher level of disciplinary action.

The supervisor may give a written warning for grossly inefficient job performance or unacceptable personal conduct. However, this Policy does not require a written warning before management takes other disciplinary action in these types of cases.

## **C. Disciplinary Suspension without Pay**

### **When can an employee be placed upon disciplinary suspension without pay?**

An employee may be suspended without pay for disciplinary reasons for a current incident of unsatisfactory job performance after the receipt of at least one prior disciplinary action or without prior warning or disciplinary action for any form of unacceptable personal conduct or grossly inefficient job performance.

### **Length of Time for Disciplinary Suspension**

A disciplinary suspension without pay for an employee must be for at least one full work day, but may not be for more than two work weeks. The length of a disciplinary suspension without pay for an employee will be up to discretion of the supervisor.

### **Procedure for a Disciplinary Suspension Without Pay**

Before an employee is placed on disciplinary suspension without pay, a supervisor must:

- Must notify the employee that the HR department will be contacting them to further discuss suspension or disciplinary action.
- Give the employee a statement in writing telling the acts or failure to act that is the reason for the suspension.

## **Company Property**

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## **Employer**

Lockers, desks, cell phones, and computers are the Company property and must be maintained according to Company rules and regulations. They must be kept clean and are to be used only for work-related purposes. The Company reserves the right to inspect all Company property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence.

Company voice mail and/or electronic mail (e-mail) are to be used for business purposes only. The Company reserves the right to monitor voice mail messages and e-mail messages to ensure compliance with this rule, without notice to the employee and at any time, not necessarily in the employee's presence.

The Company may periodically need to assign and/or change "passwords" and personal codes for voice mail, e-mail and computers. These communication technologies and related storage media and databases are to be used only for Company/Client business and they remain the property of the Company. The Company reserves the right to keep a record of all passwords and codes used and/or may be able to override any such password system.

Prior authorization must be obtained before any Company property may be removed from the premises.

For security reasons, employees should not leave personal belongings of value in the workplace. Personal items are subject to inspection and search, with or without notice, with or without the employee's prior consent.

Terminated employees should remove any personal items at the time they leave the Company. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

## **Housekeeping**

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

## **Guests and Visitors**

Visits from friends and family are to be kept to a minimum, in order to preserve an appropriate work environment. It is extremely important that the impression left with the Company visitors is that of a professional organization with the highest standards of conduct.

## **Bulletin Boards**

The Company's bulletin boards are used to post government and other information required by law and to communicate Company announcements and information to its employees.

Employees may not post or take down any material without obtaining advance permission from the Human Resources Department.

## **Company Website**

The Company frequently posts updates pertaining to updated rules and policies as well government updates regarding minimum wage and sick time off.

Please refer to TWSFS.com for more information

## **Parking**

The Company allows its employees to park at no charge in the Companies' designated parking spaces on a first come basis.

The Company assumes no responsibility for theft, loss, damage which occurs while the vehicles are parked in the Company designated parking spaces.

## **Electronic and Social Media**

This policy is intended to protect the Company's computer systems and electronic information. For purposes of these policies, the following definitions apply:

“Computers” are defined as desktop computers, laptops, handheld devices (including but not limited to iPhones, smart phones, iPads, and other electronic tablets and cell phones), computer software/hardware and servers.

The Company also uses various forms of “electronic communication.” “Electronic communications” includes e-mail, text messages, telephones, cell phones and other handheld devices (such as cell phones or smart phones or writing tablets or iPads), fax machines, and online services including the Internet.

“Electronic information” is any information created by an employee using computers or any means of electronic communication, including but not limited to, data, messages, multimedia data, and files.

The following general policies apply:

Computers and all data transmitted through the Company servers are Company property owned by the Company for the purpose of conducting Company business. These items must be maintained according to the Company rules and regulations. Computers must be kept clean and employees must exercise care to prevent loss and damage. Prior authorization must be obtained before any Company property may be removed from the premises.

All electronic communications also remain the sole property of the Company and are to be used for Company business. For example, email messages are considered Company records.

Electronic information created by an employee using any computer or any means of electronic communication is also the property of the Company and remains the property of the Company.

Information stored in the Company computers and file servers, including without limitation Company owned information such as customer lists, vendor lists, research data is the property of the Company and may not be distributed outside the Company in any form whatsoever without the written permission of the Company.

Violation of any of the provisions of this policy, whether intentional or not, will subject the Company's employees to disciplinary action, up to and including termination.

***Monitoring of Company Property***

The Company reserves the right to inspect all Company property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence. The Company computers and all electronic communications and electronic information are subject to monitoring and no one should expect privacy regarding such use. The Company reserves the right to access, review and monitor electronic files, information, messages, text messages, e-mail, Internet history, browser-based webmail systems and other digital archives and to access, review and monitor the use of computers, software, and electronic communications to ensure that no misuse or violation of Company policy or any law occurs. E-mail may be monitored by the Company and there is no expectation of privacy. Assume that e-mail may be accessed, forwarded, read or heard by someone other than the intended recipient, even if marked as "private."

Employee passwords may be used for purposes of security but the use of a password does not affect the Company's ownership of the electronic information or ability to monitor the information. The Company may override an employee's password for any reason.

Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by management.

### ***Prohibited Use***

All existing Company policies apply to employee use of computers, electronic communications, electronic information, and the Internet. This includes policies that deal with misuse of Company assets or resources. It is a violation of The Company's policy to use computers, electronic communications, electronic information, or the Internet, in a manner that: is discriminatory harassing or obscene; constitutes copyright or trademark infringement; violates software licensing rules; is illegal; or is against the Company policy. It is also a violation of policy to use computers, electronic communications, electronic information, or the Internet to communicate confidential or sensitive information or trade secrets.

The display of any kind of sexually explicit multimedia content, message, or document on any Company computer is a violation of the Company's policy against sexual harassment. This description of prohibited usage is not exhaustive and it is within the discretion of the Company/ Client to determine if there has been a violation of this policy. Employees that engage in prohibited use will be subject to discipline and/or immediate termination.

This Electronic and Social Media policy is not intended to limit the ability of employees to discuss with other employees the terms and conditions of their employment, including such topics as wages, job performance, workload, supervisors, or staffing.

### ***Computer and Internet Use***

The Company provides computers, electronic communications, electronic information and information technology resources, including the Internet, to its employees to help them do their job. Company provided computers; electronic communications, electronic information and the Internet are only to be used only for work-related purposes. No personal use of this Company property is permitted at any time.

## **Prohibited use of Company Cell Phone While Driving**

In the interest of the safety of our employees and other drivers, the Company's employees are prohibited from using cell phones (including all smart phones) while driving on Company business and/or Company time.

If your job requires that you keep your cell phone turned on while you are driving, you must use a hands-free device. Under no circumstances should employees place phone calls while operating a motor vehicle while driving on Company business and/or Company time. The Company recommends preprogramming frequently used numbers into your phone rather than looking up numbers before dialing them. Violating this policy is a violation of law and a violation of Company rules.

Writing, sending, or reading text-based communication – including text messaging, instant messaging, e-mail, web browsing and use of smart phone applications – on a wireless device or cell phone while driving is also prohibited under this policy. Violating this policy is a

violation of law beginning January 1, 2009 and a violation Company rules.

You must also safely pull off the road before conducting Company business.

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

Employees are prohibited from remaining on the Company and its client's premises or making use of Company/Client facilities while not on duty. Employees are expressly prohibited from using Company/Client facilities, Company/Client property, or Company/Client equipment for personal use.

## **Smoking**

Smoking is not allowed in any enclosed area of the facility.

## **Nondisclosure or Use of Trade Secrets**

During the term of employment with the Company, employees may have access to and become familiar with information of a confidential, proprietary, or secret nature, which is or may be either applicable or related to the present or future business of the Company, its research and development, or the business of its customers. For example, trade secret information includes, but is not limited to, devices, inventions, processes and compilations of information, records, specifications, and information concerning customers or vendors. Employees shall not disclose any of the above-mentioned trade secrets, directly or indirectly, or use them in any way, either during the term of their employment or at any time thereafter, except for the benefit of the Company and as required in the course of employment with the Company. Employee agrees that he or she will not remove or otherwise transmit confidential, proprietary or secret information without express prior written consent of an authorized company representative. The above agreement should not be construed as constituting a promise of continued employment for at-will employment purposes.

### ***Customer Lists***

The employee understands that customer lists of the Company, for which the employee has or will have access to during the employee's employment, are trade secrets and shall be solely the property of the employer.

The employee agrees that he/she will not during his/her employment or for a period of one year immediately following termination of his/her employment, either directly or indirectly call upon or attempt to solicit or take away any of the Company's customers or business products or services competitive with the Company, based on information from the customer lists. This applies to both attempts to take away the Company's customers either for the



employee or for any third party.

## **Solicitation and Distribution of Literature**

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

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

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

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

## **Employee Conduct**

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## **Punctuality and Attendance**

As an employee of the Company, you are expected to be punctual and regular in attendance. Any tardiness or absence causes problems for your fellow employees and your supervisor. When you are absent, your assigned work must be performed by others.

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

If you are unable to report for work on any particular day, you must under all but the most extenuating circumstances call your supervisor at least one (1) hour before the time you are scheduled to begin working for that day. If you call less than one (1) hour before your scheduled time to begin work and do not arrive in time for your assigned shift, you will be considered tardy for that day. In all cases of absence or tardiness, employees must provide their supervisor with an honest reason or explanation. Employees also must inform their supervisor of the expected duration of any absence. Excessive absenteeism or tardiness, whether excused or not, will not be tolerated.

If you are absent because of an illness for 3 or more consecutive days, your supervisor may request that you submit written documentation from your doctor. If you are absent for 5 or more days because of an illness, you may be required to submit written documentation from a doctor that you are able to resume work duties prior to returning to work.

You must also notify your immediate supervisor on a daily basis while on sick leave unless you have provided your supervisor with a signed doctor's statement showing a specific duration of absence.

If you fail to report for work without any notification to your supervisor and your absence continues for a period of three (3) days the Company will consider that you have voluntarily abandoned or quit your employment.

## **Dress Code and Other Personal Standards**

Company will issue shirts as part of the company uniforms. Employees are expected to wear black slacks and work appropriate dress shoes. Clothing should be neat, clean and tasteful. Avoid clothing that can create a safety hazard. Department managers may issue more specific guidelines concerning any exceptions to this policy.

## **Business Conduct and Ethics**

No employee may accept a gift or gratuity from any customer, vendor, supplier, or other person doing business with the Company because doing so may give the appearance of influencing business decisions, transactions or service. Please discuss expenses paid by such persons for business meals or trips with the Company in advance.

## **Conducting Personal Business**

Employees are to conduct only company business while at work. Employees may not conduct personal business or business for another employer during their scheduled working hours.

## **Prohibited Conduct**

Employees are expected to conduct themselves in a manner to further the Company's objectives.

The following conduct is prohibited and will not be tolerated by the Company. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and Company operations also may be prohibited and will result in disciplinary action up to and including termination.

- Falsifying employment records, employment information, or other Company records (note that employment information includes Social Security Numbers and any other documents used to verify identity and ability to work in the United States);
- Inefficient or careless performance of job responsibilities or inability to perform job duties satisfactorily;
- Recording the work time of another employee or allowing any other employee to record your work time, or falsifying any time card, either your own or another employee's;
- Theft and deliberate or careless damage or destruction of any Company property, or the property of any employee or customer;
- Removing or borrowing Company property without prior authorization;
- Unauthorized use or misuse of Company equipment, time, materials, or facilities;
- Provoking a fight or fighting during working hours or on Company property;
- Participating in horseplay or practical jokes on Company time or on Company premises;
- Carrying firearms or any other dangerous weapons on Company premises at any time;
- Engaging in criminal conduct whether or not related to job performance;
- Causing, creating, or participating in a disruption of any kind during working hours on Company property;

- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management;
- Using abusive, threatening or intimidating language at any time on Company premises;
- Failing to notify a supervisor when unable to report to work;
- Unreported absence of three (3) consecutive scheduled workdays
- Failing to obtain permission to leave work for any reason during normal working hours;
- Failing to observe working schedules, including rest and lunch periods;
- Failing to provide a physician's certificate when requested or required to do so;
- Sleeping or malingering on the job;
- Making or accepting personal telephone calls, including cell phone calls, of more than three minutes in duration during working hours, except in cases of emergency or extreme circumstances;
- Working overtime without authorization or refusing to work assigned overtime;
- Violation of dress standards;
- Violating any safety, health, security or Company policy, rule, procedure or violation of the Company's drug and alcohol policy;
- Committing a fraudulent act or a breach of trust under any circumstances;
- Committing of or involvement in any act of unlawful harassment of another individual; and
- Failing to promptly report work-related injury or illness.

This statement of prohibited conduct does not alter the Company's policy of at-will employment. Either you or the Company remain free to terminate the employment relationship at any time, with or without reason or advance notice.

## **Drug and Alcohol Abuse**

The Company 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 detract from an employee's work performance, efficiency, safety, and health, and therefore seriously impair the employee's value to the Company. 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.

Furthermore, the use of prescription drugs and/or over-the-counter drugs also may affect an employee's job performance and may seriously impair the employee's value to the Company.

The following rules and standards of conduct apply to all employees either on Company property or during the workday (including meals and rest periods). Behavior that violates Company policy includes:

- Possession or use of an illegal or controlled substance, or being under the influence of an illegal or controlled substance while on the job;
- Driving a Company vehicle while under the influence of alcohol; and
- Distribution, sale, or purchase of an illegal or controlled substance while on the job.

Violation of these rules and standards of conduct will not be tolerated. 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 or employees and/or their personal property and to implement other measures necessary to deter and detect abuse of this policy.

An employee's conviction on a charge of illegal sale or possession of any controlled substance while off Company property will not be tolerated because such conduct, even though off duty, reflects adversely on the Company. In addition, the Company must keep people who sell or possess controlled substances off Company premises in order to keep the controlled substances themselves off the premises.

Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well-being of others, must notify a supervisor of such use immediately before starting or resuming work.

The Company will encourage and reasonably accommodate employees with alcohol or drug dependencies to seek treatment and/or rehabilitation. Employees desiring such assistance should request a treatment or rehabilitation leave. The Company is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug or alcohol use, nor is the Company obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, 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 previously. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

## **Off-Duty Conduct**

While the Company does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the Company's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the Company's or their own integrity, reputation or credibility. Off-duty conduct by an employee that directly conflicts with the Company's essential business interests and disrupts business operations will not be tolerated.

## **Conflicts of Interest**

All employees must avoid situations involving actual or potential conflict of interest. Personal or romantic involvement with a competitor, supplier, or subordinate employee of the Company, which impairs an employee's ability to exercise good judgment on behalf of the Company, creates an actual or potential conflict of interest. Supervisor-subordinate romantic or personal relationships also can lead to supervisory problems, possible claims of sexual harassment, and morale problems.

### ***Notice***

An employee involved in any of the types of relationships or situations described in this policy should immediately and fully disclose the relevant circumstances to his or her immediate supervisor, or any other appropriate supervisor, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the Company may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

## **Confidentiality**

**Each employee is responsible for safeguarding the confidential information obtained during employment.**

In the course of your work, you may have access to confidential information regarding the Company, its suppliers, its customers, or perhaps even fellow employees. You have a responsibility to prevent revealing or divulging any such information unless it is necessary for you to do so in the performance of your duties. Access to confidential information should be on a “need-to-know” basis and must be authorized by your supervisor. Any breach of this policy will not be tolerated and legal action may be taken by the Company.

## **Other Employment**

While employed by the Company, employees are expected to devote their energies to their jobs with the Company.

Employment that directly conflicts with the Company's essential business interests and disrupts business operations is strictly prohibited.

Employees who wish to engage in additional employment that may create a real conflict of interest must submit a written request to the Company explaining the details of the additional employment. If the additional employment is authorized, the Company assumes no responsibility for it. The Company shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

## **Time, Attendance and Wages**

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## **Work Schedules**

Your supervisor will assign your individual work schedule. All employees are expected to be at their desks, workstations or worksites at the start of their scheduled shifts, ready to work.

Exchanging work schedules with other employees is discouraged. However, if you need to exchange schedules, notify your supervisor, who may authorize an exchange if possible. Work schedule exchanges will not be approved for the mere convenience of an employee or if the exchange interferes with normal operations or results in excessive overtime.

The workweek begins at 12:01 a.m. Saturday and ends at midnight on Friday.

## **Payment of Wages**

All Company employees are paid on a semimonthly basis. Paydays are scheduled on the 7<sup>th</sup> and 22<sup>th</sup> of the month. If a regular payday falls on a weekend or holiday, employees will be paid on the last workday before the scheduled pay day.

Pay periods for all hourly employees are the 1<sup>st</sup> through the 15<sup>th</sup> and the 16<sup>th</sup> through the 30/31<sup>st</sup>. Pay periods for salaried non-exempt and exempt employees are the 1<sup>st</sup> – 15<sup>th</sup> and the 16<sup>th</sup> through the last day of the month.

## **Automatic Deposit**

The Company offers automatic payroll deposit for employees. You may begin and stop automatic payroll deposit at any time. To begin automatic payroll deposit, you must complete a form (available from the Human Resources department) and return it to Human Resources at least 10 days before the pay period for which you would like the service to begin. You should carefully monitor your payroll deposit statements for the first two pay periods after the service begins.

To stop automatic payroll deposit, complete the form available from the payroll department and return it to payroll at least 10 days before the pay period for which you would like the service to end. You will receive a regular payroll check on the first pay period after the receipt of the form, provided it is received no later than 10 days before the end of the pay period.

## **Pay for Mandatory Meetings/Training**

The Company will pay non-exempt employees for their attendance at meetings, lectures, and training programs under the following conditions:

Attendance is mandatory;

- The meeting, course, or lecture is directly related to the employee's job; and
- The employee who is required to attend such meetings, lectures, or training programs will be notified of the necessity for such attendance by his or her supervisor;

Any hours in excess of eight in a day or 40 in a week will be paid at the appropriate overtime rate, at the hourly rate in effect at the time the overtime work is being performed.

## **Expense Reimbursement**

All business expenses - require original receipts to be attached and must be accompanied by an Expense Reimbursement Form, which can be obtained from the Accounting Department. Employees are responsible for keeping receipt copies for their personal files.

All Expense Reimbursement Forms must have a supervisor approval prior to submission to the Accounting Department.

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

Employees may be required to work overtime as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime. The Company will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by a supervisor. The Company provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows;

- All hours worked in excess of eight hours in one workday or 40 hours in one workweek will be treated as overtime. A workday begins at 12:01 a.m. and ends at midnight 24 hours later. Workweeks begin each Saturday at 12:01 a.m;
- Compensation for hours in excess of 40 for the workweek, or in excess of eight and not more than 12 for the workday, and for the first eight 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;
- Compensation for hours in excess of 12 in one workday and in excess of eight on the seventh consecutive workday in a workweek shall be paid at double the regular rate of pay; and
- Exempt employees may have to work hours beyond their normal schedules as work demands require.

No overtime compensation will be paid to exempt employees.

## **Meal and Rest Periods**

All nonexempt employees are entitled to periodic rest break periods during their workday. If you are a nonexempt employee, you will be paid for all such break periods and you will not clock out. Your supervisor will advise you of the time and duration of your breaks and you are expected to return to work promptly at the end of any rest break.

You will be entitled to one (1) 10-minute rest break for every four (4) hours you work (or major fraction thereof, which is defined as two (2) hours). If you work more than six (6) hours and up to 10 hours in a workday, you will receive one (1) rest break during the first half of your shift and one (1) rest break during the second half of your shift.

If you work more than five (5) hours in a workday, you are also entitled to an unpaid meal period of at least 30 minutes. You must clock out for your meal period. Your supervisor will advise you of the scheduling of your meal period. You must not perform any work during your meal period, and you must stop working for at least 30 full, consecutive minutes.

### **All lunch breaks must be taken after the fourth (4) hour of work.**

All rest breaks and meal periods must be taken away from the regular work area. You may leave the premises for your meal periods.

### **If for any reason, you do not take the applicable rest breaks and/or meal periods, you must notify your supervisor immediately. Failure to comply with this procedure may result in disciplinary action up to including termination of employment**

## **Timekeeping Requirements**

The Company complies with all state and federal requirements to maintain records of the hours worked by its employees.

**All non-exempt employees are required to record their own time at the start and at the end of each work period, including before and after the lunch break. Employees also must record their time whenever they leave the building for any reason other than Company business. Any changes on the timecard must be initialed by a supervisor. Completing employee's timecard, allowing another employee to complete your timecard, or altering a timecard is not permissible and is subject to disciplinary action.**

Any errors on your timecard should be reported immediately to your supervisor.

## **Garnishments**

All garnishments by state and federal entities will be processed upon receipt. The Company expects employees to manage their personal finances in a responsible manner and not involve the company in their personal business. Garnishments involving two or more debtors or instances of indebtedness is very costly to the company and adversely affect our operations. Multiple garnishments may result in disciplinary action up to and including termination.

## **Safety and Health**

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## Health and Safety

All employees are responsible for their own safety, as well as that of others in the workplace. To help us maintain a safe workplace, everyone must be safety-conscious at all times. Report all work-related injuries or illnesses immediately to your supervisor or to the human resources department. In compliance with California law, and to promote the concept of a safe workplace, the Company maintains an Injury and Illness Prevention Program. The Injury and Illness Prevention Program is available for review by employees and/or employee representatives in the Human Resources manager office.

In compliance with Proposition 65, the Company will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

## Workplace Violence

The Company has adopted the following workplace violence policy to ensure a safe working environment for all employees.

The Company has zero tolerance for acts of violence and threats of violence. Without exception, acts and threats of violence are not permitted. All such acts and threats, even those made in apparent jest, will be taken seriously, and will lead to discipline up to and including termination.

Possession of non-work related weapons on Company premises and at Company-sponsored events shall constitute a threat of violence.

It is every employee's responsibility to assist in establishing and maintaining a violence-free work environment. Therefore, each employee is expected and encouraged to report any incident which may be threatening to you or your co-workers or any event which you reasonably believe is threatening or violent. You may report an incident to any supervisor or manager.

A threat includes, but is not limited to, any indication of intent to harm a person or damage Company property. Threats may be direct or indirect, and they may be communicated verbally or nonverbally. The following are examples of threats and acts that shall be considered violent - this list is in no way all-inclusive:

<b>Example</b>	<b>Type of Threat</b>
Saying, "Do you want to see your next birthday?"	Indirect
Writing, "Employees who kill their supervisors have the right idea."	Indirect

Saying, “I’m going to punch your lights out.”	Direct
Making a hitting motion or obscene gesture	Nonverbal
Displaying weapons	Extreme
Stalking or otherwise forcing undue attention on someone, whether romantic or hostile	Extreme
Taking actions likely to cause bodily harm or property damage	Acts of violence

## Security

The Company has developed guidelines to help maintain a secure workplace. Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Report any suspicious persons or activities to Human Resources Department. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuable and/or personal articles in or around your workstation that may be accessible. The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks. You should immediately notify your supervisor when unknown persons are acting in a suspicious manner in or around the facilities, or when keys, security passes, or identification badges are missing.

## Ergonomics

The Company is subject to Cal/OSHA ergonomics standards for minimizing workplace repetitive motion injuries. The Company will make necessary adjustments to reduce exposure to 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 reduction of ergonomic risk is instrumental in maintaining an environment of personal safety and well-being, and is essential to our business. We intend to provide appropriate resources to create a risk-free environment. If you have any questions about ergonomics, please contact Human Resources.

## Workers Compensation

The Company in accordance with state law provides insurance coverage for employees in case of work-related injury. The workers’ compensation benefits provided to injured employees

may include:

- Medical care;
- Cash benefits, tax free, to replace lost wages; and
- Assistance to help qualified injured employees return to suitable employment.
- To ensure that you receive any workers' compensation benefits to which you may be entitled, you will need to:
  - Immediately report any work-related injury to your supervisor;
  - Seek medical treatment and follow-up care if required;
  - Complete a written Employee's Claim Form (DWC Form 1) and return it to the WC Administrator; and
  - Provide the Company with a certification from your health care provider regarding the need for workers' compensation disability leave, as well as your eventual ability to return to work from the leave.

Upon submission of a medical certification that an employee is able to return to work after a workers' compensation leave, the employee under most circumstances will be reinstated to his or her same position held at the time the leave began, or to an equivalent position, if available. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the employee on workers' compensation leave would have been laid off had he or she not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining the Company's ability to operate safely and efficiently during the leave, and no equivalent or comparable positions are available, then the employee would not be entitled to reinstatement.

## **Safety Code**

Any employee who is guilty of any of the following safety violations shall be subject to disciplinary action;

1. Failure to wear head, hand, foot, eye, ear and respiratory protection or other protective equipment in areas so posted or in performing duties requiring such protection as explained by a supervisor.
2. Failure to wear goggles, face shields, or other protective equipment in the operation of power or hand tools, including but not limited to the following:
  - a. Grinders or drills, saws.
  - b. Chipping or striking any other objects or metal parts of substances.
  - c. Blowers and staple lawnmowers.
  - d. Any other operation posted for using protective equipment



3. By-passing, removing or causing to be inoperative any mechanical or electrical safety device or limit stop, including but not limited to the following:
  - a. Motor overloads.
  - b. Increasing the recommended fuse ratings.
  - c. Machine guards.
4. Failure to use ladders where hazards indicate need for said equipment.
5. Engaging in horseplay
6. Failure to wear personal protective equipment when handling irritating chemicals when duties being performed require such protection.
7. Careless driving of vehicles including but not limited to the following:
  - a. Speeding.
  - b. Driving through stop signs or red lights.
  - c. Driving too close to other vehicles.
  - d. Reckless driving
  - e. Failure to give proper signals.
  - f. Allowing riding in unsafe manner.
  - g. Knowingly operating a defective vehicle.
  - h. Driving too fast for condition.
  - i. Failure to yield right-of-way.
  - j. Improper backing or backing procedure.
  - k. Allowing unauthorized persons to ride in vehicles.
  - l. Failure to use wheel checks where conditions require.
  - m. Failure to comply with State Motor Vehicle Code.
  - n. Failure to use parking cones when required.
  - o. Failure to wear seat (safety) belts in company vehicles.
8. Using or allowing to be used faulty tools or equipment including but not limited to the following:
  - a. Damaged, worn, or faulty hand tools, wrenches, hammers, screwdrivers, caulking tools, shovels, picks, ladders, etc.
  - b. Failure to use proper tools or equipment.
  - c. Improper use of tools or equipment.
  - d. Frayed or defective ropes, cables, or chains.
9. Stacking or permitting materials to be stacked in an unsafe manner.
10. Failure to keep the area and equipment clean at the end of the shift.

11. Failure to report all injuries or accidents before the end of the normal work shift.
12. Failure to properly display or use protection devices to protect job sites, equipment and personnel.
13. Improper lifting.
14. Operating equipment and/or handling material which the employee is not qualified or authorized to use.
15. Failure to maintain good housekeeping at work area.

### **Employees Who Are Requested to Drive**

Employees who are required to drive a Company vehicle or their own vehicles on Company business will be required to show proof of current valid driving licenses and current auto liability insurance.

The Company participates 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 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.

### ***Vehicle Accident Reports***

In the event that an Employee has an accident while operating their vehicle on Company business or a Company vehicle, the employee is required to complete a vehicle accident report within 24 hours of the time of the accident. In the event a major injury, employee is required to notify your supervisor or the personnel department within 12 hours.

If the employee is injured in the accident, the employee is required to follow the procedures under the "Worker's Compensation" section of this handbook.

Failure of employees to follow the above procedures may result in disciplinary action up to and including termination.

### **GPS Tracking on company vehicles**

All company vehicles are subject to GPS tracking. Please refrain from using company vehicles for personal matters.

## **Recreational Activities and Programs**

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

## **Termination**

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## **Voluntary Resignation**

Voluntary resignation results when an employee voluntarily quits his or her employment with the Company, or fails to report to work for 3 consecutively scheduled workdays without notice to, or approval by, his or her supervisor. All Company-owned property, including vehicles, keys, uniforms, cell phones, electronic equipment, and credit cards, must be returned immediately upon termination of employment.

## **Involuntary Termination and Progressive Discipline**

Violation of the Company's policies and rules may warrant disciplinary action. The Company has established a system of progressive discipline that includes verbal warnings, written warnings, and suspension. The system is not formal and the Company may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to, and including, termination of employment. The Company's policy of progressive discipline in no way limits or alters the at-will employment relationship.

## **Reductions in Force**

Under some circumstances, the Company may need to restructure or reduce its workforce. If restructuring our operations or reducing the number of employees becomes necessary, the Company will attempt to provide advance notice, if possible, to help prepare affected individuals. If possible, employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite. In determining which employees will be subject to layoff, the Company will take into account, among other things, operation and requirements, the skill, productivity, ability, and past performance of those involved, and also, when feasible, the employee's length of service.

## **Discharge**

Employment and compensation with the Company can be terminated at any time. The Company follows the policy of employment- at- will which means that employees can be terminated and can terminate with or without cause, and with or without notice, at the option of either the company or the employee, except as prohibited by law.

In order to avoid a situation which may cause the termination of employment, refer to the sections in this manual which discuss discipline, work rules, absenteeism, and tardiness. When the Company deems it necessary to terminate an employee, the behavior in question will be examined along with all supporting documentation leading up the discharge. This may include, but is not limited to, a written record of performance evaluations, counseling sessions, warning notices and the severity of the final act causing the discharge.

The Company may also deem it necessary to immediately discharge an employee for certain acts that will not require the employee to go through any disciplinary procedure. While it is not the intention of the Company to terminate employment.

At the time of termination the employee will be required to return all company property.

Final pay for discharged employees will be made on the last day of work, and will be made in accordance with State and Federal guidelines.

## **Confirmation of Receipt**

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## Confirmation of Receipt of Employee Handbook

I have received my copy of the Company’s employee handbook. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the handbook.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the Company. The Company reserves the right to change my hours, wages, and working conditions at any time. I understand and agree that other than the president of the Company, no manager, supervisor, or representative of the Company has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the president has the authority to make any such agreement and then only in writing, signed by the president.

I understand and agree that nothing in the employee handbook creates or is intended to create a promise or representation of continued employment and that employment at AB is employment at-will; employment may be terminated at the will of either the Company or myself. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between the Company and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with the company.

Employee’s Signature \_\_\_\_\_

Employee’s Printed Name \_\_\_\_\_

Date \_\_\_\_\_