



## **EMPLOYEE HANDBOOK**

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## Welcome to [SINGH GROUP, INC]

On behalf of your colleagues, I welcome you to [SINGH GROUP, INC.] and wish you every success here. This employee handbook information is provided to all employees at the time of hire by giving you a hardcopy, electronic copy or a website address ([www.sgiwebsite.com](http://www.sgiwebsite.com)). Please inform the Human Resource Manager how you would like to receive the handbook.

It is important to know your benefits in our company therefore no employee can start work without first obtaining and reading the handbook. Your acceptance of employment means that you have read the employee handbook.

We believe that each employee contributes directly to [SINGH GROUP, INC]'s growth and success, and we hope you will take pride in being a member of our team.

This employee handbook describes some of [SINGH GROUP, INC.]'s expectations and outlines the policies, programs, and benefits available to eligible employees. Employees should familiarize themselves with the contents of the employee handbook as soon as possible, as it will answer many questions about employment with [SINGH GROUP, INC]. If you have any questions about these policies or policies *not* described in this handbook, please see [HUMAN RESOURCE MANAGER].

We hope your experience here will be challenging, enjoyable and rewarding.

Sincerely,

*Adolf Singh*

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ADOLF SINGH  
President



## I. INTRODUCTION

### A. The Organization

The essence of [SINGH GROUP, INC. (SGI)] is simply stated through its mission statement, “We aim to provide excellent service to customers and deliver maximum satisfaction to customers. Our goal is to treat our employees, subcontractors, vendors with honesty, dignity and fairness and to maximum business opportunities.

Singh Group Inc is a licensed contractor registered with the Secretary of State and the Director of industrial relations. SGI provides construction, hazardous removal and other services to government, commercial and residential customer. The company website is [www.sgiwebsite.com](http://www.sgiwebsite.com). The phone number is 760-450-4534.

## II. GENERAL EMPLOYMENT INFORMATION

### A. Employment At-Will

The special relationship between [SINGH GROUP, INC] and each employee can be maintained only so long as both are mutually comfortable and satisfied. Accordingly, all [SINGH GROUP, INC] employees (who do not have a separate written employment contract for a specific, fixed term) are employed as “at-will” employees. This means that you have the right to quit at any time that you feel it is in your interest to do so, and [SINGH GROUP, INC] has the right to terminate your employment at any time, with or without cause, and with or without notice. This at-will relationship cannot be changed except through a written agreement approved by the Board of Directors (the “Board”) and signed by an Officer of the Board.

[ SINGH GROUP, INC] reserves the right to make changes to this handbook and to any employment policy, practice, work rule, or benefit, at any time without prior notice.<sup>i</sup> Only the Board is authorized to modify this policy for any employee or to enter into any agreement, oral or written, that changes the “at-will” relationship. No statements made in pre-hire interviews or discussions, or in recruiting materials of any kind, alter the “at-will” nature of employment or imply that discharge will occur only for cause.

This policy may not be modified by any statements contained in this handbook or any other employee handbooks, employment applications, [SINGH GROUP, INC]’s recruiting materials, memoranda, or other materials provided to applicants and employees in connection with their employment. None of these documents, whether singly or combined, create an express or implied contract of employment for a definite period, or an express or implied contract concerning any terms or conditions of employment. Similarly, [SINGH GROUP, INC]’s policies and practices with respect to any matter are not to be considered as creating any contractual obligation on [SINGH GROUP, INC]’s part or as stating in any way that termination will occur only for “good” or “just” cause. Statements of specific grounds for termination set forth in this handbook or in any other [SINGH GROUP, INC]’s documents are examples only, not all-inclusive lists, and are not intended to restrict SINGH GROUP, INC]’s right to terminate “at-will.”<sup>ii</sup>

Completion of an introductory period or conferral of regular status does not change an employee's status as an "at-will" employee or in any way restrict [SINGH GROUP, INC]'s right to terminate such an employee or change the terms or conditions of employment.

## **B. Equal Employment Opportunity**

[SINGH GROUP, INC] is an equal opportunity employer. It is our policy to comply with all federal, state and local equal opportunity and non-discrimination laws. Our policy is to afford equal opportunity in all aspects of employment to all persons without discrimination on the basis of race, color, ancestry, national origin (including language use), citizenship, religion or religious creed (including religious dress and grooming practices), sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to pregnancy, childbirth or breastfeeding), marital status, domestic partnership status, sexual orientation, gender, gender identity or gender expression, military or veteran status, family care or medical leave status (including denial of family care or medical leave), age, physical or mental disability, medical condition, genetic characteristics or information, political affiliation or any other basis protected by applicable federal, state or local law, rule, ordinance or regulation..

This policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfer, disciplinary action, and social and recreational programs. It is the responsibility of every manager and employee to conscientiously follow this policy.

Any employee with questions or concerns about any type of discrimination in the workplace is encouraged to bring these issues to the attention of his or her immediate supervisor. Employees can raise concerns and make reports without fear of reprisal or retaliation. Anyone found engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

## **C. Harassment<sup>iii</sup>**

[SINGH GROUP, INC] is committed to maintaining an environment where employees can work comfortably and effectively. This includes an atmosphere free of harassment and unwelcome behavior on the part of others. This includes sexual harassment (which includes harassment based on pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions) and harassment based on gender, gender identity, and gender expression, as well as harassment based on such factors as race, color, religion or religious creed (including religious dress and grooming practices), national origin (including language use), ancestry, citizenship, age, physical or mental disability, medical condition or information, genetic characteristics or information, family care or medical leave status (including denial of family care or medical leave), military caregiver status, military status, veteran status, marital status, domestic partner status, sexual orientation, political affiliation, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, or any other basis protected by federal, state, or local laws.

[SINGH GROUP, INC] strongly disapproves of and will not tolerate harassment of applicants, employees, unpaid interns, or volunteers by its employees, including managers, supervisors, or co-workers. Similarly, [SINGH GROUP, INC] will not tolerate harassment by its employees of non-employees with whom [SINGH GROUP, INC]'s employees have a business, service, or professional relationship. [SINGH GROUP, INC] also will not tolerate harassment of its employees by non-employees in the workplace.

If you believe you have been harassed by a co-worker, a manager or supervisor, or any individual on [SINGH GROUP, INC] premises, you are encouraged to bring this matter promptly to the attention of your supervisor, or the President/Executive Director. [SINGH GROUP, INC] will thoroughly and promptly investigate any such allegations and determine an appropriate course of action.

Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive, or hostile working environment or that interferes with work performance. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission to or rejection of the conduct is used as the basis for an employment decision; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

Harassing conduct can take many forms and includes, but is not limited to:

*Verbal harassment, e.g.,* jokes, epithets, derogatory comments, or slurs (on the basis of sex, race, national origin, etc.);

*Physical harassment, e.g.,* assault, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual (on the basis of sex, race, national origin, etc.);

*Visual harassment, e.g.,* derogatory posters, cartoons, or drawings (on the basis of sex, race, national origin, etc.); and

*Sexual favors, e.g.,* unwanted sexual advances which condition employment upon an exchange of sexual favors.

This list is not a complete list of what may be deemed to be harassment under the law. As a general guideline, however, problems in this area can be avoided if we act professionally and treat each other with respect.

If any employee encounters conduct which he or she believes is inconsistent with this policy, the conduct should be reported immediately to his or her immediate supervisor or to the Human Resource Manager. Any supervisor or manager who is aware of conduct inconsistent with this policy or who receives a report of conduct inconsistent with this policy is to report it immediately to [any member of senior management or Human Resources] so that it can be investigated in a timely manner. If for any reason, an employee is not comfortable with reporting to one of these individuals, the employee may also report the conduct to the President/Executive Director.

All reports of conduct that is inconsistent with this policy will be addressed through a fair, timely, and thorough investigation.<sup>iv</sup> Investigations will be conducted by qualified personnel in a prompt and impartial manner and will be documented and tracked. During an investigation, [SINGH GROUP, INC] may need to put interim measures in place, such as a leave of absence or a transfer, while the investigation proceeds. Confidentiality will be maintained to the fullest

extent possible, subject to the need to conduct a thorough investigation. [SINGH GROUP, INC] will not tolerate retaliation against any employee for cooperating in an investigation or making a complaint of harassment. If it is determined that a violation of this policy or other inappropriate conduct has occurred, [SINGH GROUP, INC] will take appropriate disciplinary action, up to and including termination.

In addition to notifying [SINGH GROUP, INC] about harassment or retaliation complaints, affected employees may also direct their complaints to the California Department of Fair Employment and Housing (“DFEH”), which has the authority to conduct an investigation of the facts. The deadline for filing complaints with the DFEH is one year from the date of the alleged unlawful conduct. If the DFEH believes that a complaint is valid and settlement efforts fail, the DFEH may file a lawsuit in court. The courts have the authority to award monetary and non-monetary relief in meritorious cases. Employees can contact the nearest DFEH office at the locations listed in the Company’s DFEH poster or by checking the State Government listings in the local telephone directory.<sup>v</sup>

Compliance with our legal obligations in this area is obviously very serious and important for all of us. It will also help us preserve the feeling of mutual respect that helps make [SINGH GROUP, INC] special.

#### **D. Accommodations**

[SINGH GROUP, INC] is committed to complying fully with the federal and state laws regarding equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

[SINGH GROUP, INC] 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 doing so would result in an undue hardship to the organization. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

[SINGH GROUP, INC] will also make reasonable accommodations for employees who are victims of domestic violence, sexual assault, or stalking; and for applicants and employees based on their religious beliefs and practices.<sup>vii</sup>



## **E. Open Door Policy**

[SINGH GROUP, INC] has detailed above the specific procedure that should be used to report concerns or complaints related to possible sexual harassment, or other forms of harassment, discrimination, or retaliation based on a protected category. Separately, [SINGH GROUP, INC] has an open door policy that encourages employees to participate in decisions affecting them and their daily professional responsibilities. Employees who have job-related concerns or complaints are encouraged to discuss them with their supervisor or any other management representative with whom they feel comfortable. [SINGH GROUP, INC] believes that employee concerns are best addressed through this type of informal and open communication.

Employees are encouraged to raise work-related concerns with their immediate supervisor, or with a supervisor or other management representative of their choice, as soon as possible after the events that cause the concern. Employees are further encouraged to pursue discussion of their work-related concerns until the matter is fully resolved. Although [SINGH GROUP, INC] cannot guarantee that in each instance the employee will be satisfied with the result, [SINGH GROUP, INC] will attempt in each instance to explain the result to the employee if the employee is not satisfied. [SINGH GROUP, INC] will also attempt to keep all such expressions of concern, the results of any investigation, and the terms of the resolution confidential. In the course of investigating and resolving the matter, however, some dissemination of information to others may be necessary or appropriate.

Furthermore, if employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their supervisors.

Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that [SINGH GROUP, INC] amply demonstrates its commitment to employees by responding effectively to employee concerns.

## **III.**

### **EMPLOYMENT DOCUMENTATION AND STATUS**

#### **A. Employment Documentation**

[SINGH GROUP, INC] relies on the accuracy of information contained in data presented throughout the hiring process and employment (Address, social security, names etc). Any misrepresentations, falsifications, or omissions of information on a job application, personnel form, or any other document may result in [SINGH GROUP, INC]'s exclusion of the individual from further consideration for employment, or, if the person has been hired, termination of employment.

#### **B. Personnel Data Changes**

It is each employee's responsibility to promptly notify the Human Resource Manager of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational

accomplishments, and other such status reports should be accurate and current at all times.

### C. Access to Personnel Files

[SINGH GROUP, INC] maintains a personnel file for each employee. Personnel files are the property of [SINGH GROUP, INC] and may not be removed without written authorization from the Human Resource Manager. Upon request, current and former employees, or their authorized representative, will be given access to their personnel files at reasonable times and at reasonable intervals, but no later than 30 days from the date the request is submitted to Human Resources or a designated member of senior management. Employees are not permitted to remove any portion of their file or put comments in their files. Employees do not have access to references and criminal investigations and other similarly confidential information. Upon request, current and former employees, or their authorized representative, will be given a copy of their personnel file to the extent required by applicable law. Employees will not be given access to or provided with copies of documents that may be excluded under the law.

### D. Employee Reference Requests

All requests for references must be directed to the Human Resource Manager. No other manager, team leader, or employee is authorized to release references for current or former employees. By policy, [SINGH GROUP, INC] discloses only the dates of employment and the title of the last position held of former employees. If you authorize the disclosure in writing, [SINGH GROUP, INC] also will inform prospective employers or lenders of the amount of salary or wage you last earned.

## IV.

### PAYROLL, SCHEDULING AND OVERTIME PRACTICES

#### A. Timekeeping

An employee's time sheet is the record of his or her hours worked, and is used to calculate pay and benefits. Care should be taken to see that each time sheet is an accurate record of all time worked. **All employees are responsible for accurately recording all time they work.** Employees are not permitted to work "off the clock." Failure to comport with this policy may result in corrective action. If for any reason an employee fails to record his or her hours worked or does so incorrectly, the employee must inform his or her supervisor immediately so that the error or omission can be corrected.

## B. Pay Corrections

[SINGH GROUP, INC] will take all reasonable steps to ensure that employees receive earnings for all reported work performed through the end of the payroll period, and that employees are paid promptly on the scheduled payday. In the unlikely event there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the Human Resource Manager so that corrections can be made as quickly as possible.

## C. Meals and Rest Breaks

[SINGH GROUP, INC] provides non-exempt employees who work more than five hours in a day with an unpaid 30 [or 60] minute uninterrupted meal period starting no later than the end of the fifth hour of work. [SINGH GROUP, INC] provides non-exempt employees who work more than 10 hours in a day with a second unpaid 30 [or 60] minute uninterrupted meal period starting no later than the end of the 10<sup>th</sup> hour of work. If the employee's total work period per day is no more than 6 hours, the meal period may be waived by mutual consent of both the employer and the employee. If the employee's total work period per day is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and employee only if the first meal period was not waived.

**Non-exempt employees are encouraged and expected to take all legally mandated meal periods not waived, and should not eat at their desks or work stations.** During meal periods, [SINGH GROUP, INC] will relieve employees of all duty and will not exercise control over employees' activities. Non-exempt employees are entirely relieved from duty during their meal period and may leave the work premises. Employees are free to spend their meal period time as they choose (consistent with all other [SINGH GROUP, INC] policies that apply during off-duty time). However, they must be prepared to resume work promptly at the end of their scheduled meal period.

[SINGH GROUP, INC] authorizes and permits non-exempt employees working at least three and one-half hours in a day to take a 10-minute, off-duty paid rest break for each four hours worked, or major fraction thereof. Employees who work more than six hours in a day may take a second rest break. Employees who work more than 10 hours in a day may take a third rest break, and so on. Employees should take their rest breaks in the middle of each work period to the extent it is practicable to do so, and may not combine them with meal breaks or skip them to leave work early. Employees are free to spend their rest break time as they choose (consistent with all other [SINGH GROUP, INC] policies that apply during off-duty time). During rest breaks, [SINGH GROUP, INC] will relieve employees of all duty and will not exercise control over employees' activities. A rest period is not required for non-exempt employees whose total daily work time is less than three and one half hours.

No supervisor or manager may impede or discourage employees from taking rest breaks or meal periods provided under this policy. Any supervisor or employee who violates this policy will be subject to disciplinary action, up to and including immediate termination.

Employees who feel they have not been authorized and permitted to take a rest period and/or provided a meal break that complies with this policy, should immediately inform their

supervisor, and if not corrected, Human Resources or a designated member of senior management. If you believe that you have been pressured, coerced or encouraged not to take your rest periods or meal breaks by your supervisor or manager, you must contact the Human Resources Department or a designated member of senior management immediately so this issue can be addressed.

### **Prevailing Wage Rate Jobs and Benefits**

SGI complies with all prevailing wage requirements. Employees can access prevailing wage rate information at <https://www.dir.ca.gov/oprl/dprevagedetermination.htm>

or copy can be obtained from the human resource office. Any employee that feels that they have not been paid the correct amount can contact the labor commission directly or any other organization authorized by DIR such as Caltrans and the LA Unified School District.

All employees working in public works prevailing wage jobs shall automatically be signed to the “fringe benefit payments” as retirement contributions. If an employee want the health and medical contributions benefits instead of the retirement benefits, then such request must be made in writing and given to the office manager or any officer in the company within 30 days of hire.

### **D. Overtime**

Non-exempt employees may occasionally be asked to work beyond their normally scheduled hours. [SINGH GROUP, INC] will provide overtime pay for overtime work in accordance with the requirements of state and federal law. Although an attempt will be made to give non- exempt employees advance notice of working overtime when it is feasible to do so, this is not always possible. **Non-exempt employees may not work overtime without their supervisor’s prior written approval (absent an emergency).**

V.

## **BENEFITS AND LEAVES OF ABSENCE**

This section is designed to acquaint employees with some of the significant features of [SINGH GROUP, INC]’s benefit programs. However, it is important to remember that more detailed information is set forth in the official plan documents and insurance policies that govern the plans. Accordingly, if there is any real or apparent conflict between the brief summaries contained in this handbook and the terms, conditions or limitations of the official plan documents, the provisions of the official plan documents will control. Employees who wish to inspect those documents may make an appointment with the Human Resource Manager for that purpose.

## **A. Employee Benefits**

Eligible employees at [SGI] are provided a wide range of benefits. A number of programs (such as Social Security, worker's compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

[SGI] carries workers' compensation insurance coverage as required by law to protect employees injured on the job. This insurance provides coverage for certain medical, surgical, and hospital treatment in addition to payment for a portion of any lost earnings that result from work-related injuries. Compensation payments generally begin on the first day of an employee's hospitalization or on the fourth day following the injury if an employee is not hospitalized. The cost of this coverage is paid completely by [SGI].

Benefits eligibility is dependent upon a variety of factors, including employee classification. [SGI] supervisors can identify the programs for which employees are eligible.

## **B. Vacation Benefits<sup>viii</sup>**

[SGI] has established the following vacation plan to provide eligible employees time off with pay so that they may be free from their regular duties for a period of rest and relaxation without loss of pay or benefits.

### **1. Eligibility**

All regular full-time employees are eligible for vacation benefits. Contact the Human Resource Office for details and eligibility. Eligibility starts after one year of employment and receives 1 week vacation. After 3 years of employment, two weeks is granted.

## 2. Administration

Use of vacation time: Vacation requests must be approved by the employee's immediate supervisor and the Human Resource Manager. Requests should be submitted at least [4 ] weeks in advance. All requests will be reviewed based on a number of factors, including business needs and staffing requirements. Non-exempt employees can use paid vacation time in minimum increments of one hour.<sup>xii</sup> Exempt employees can use paid vacation time in minimum increments of one day.<sup>xii</sup>

Accumulating Vacation: Employees cannot accrue vacation days.

Vacation Pay: Vacation pay shall be based on the employee's regular base rate and working schedule, exclusive of overtime. No employee will receive pay in lieu of vacation, except on termination of employment, as discussed below.

Vacation Pay on Termination: On termination of employment, each employee will be paid for all accrued but unused vacation.<sup>xiii</sup>

Holiday within a Vacation Period: A holiday which falls within a vacation period will be treated as a holiday and not as a day of vacation taken.

### C. Holidays<sup>xiv</sup>

[SGI] will grant paid holidays to all eligible employees on the holidays listed below. All employees who would be normally scheduled to work on the below holidays, will be given the day off with pay.

- New Year's Day (January 1)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving (fourth Thursday in November)
- Christmas Day (December 25)

A recognized holiday that falls on a Saturday or Sunday will be observed on the preceding

Friday or following Monday, if approved by the Executive Director/President.

If a recognized holiday falls during an eligible employee's paid absence (such as vacation or sick leave), the paid holiday will be used instead of the paid time off benefit that would otherwise have applied. In order to qualify for holiday pay, employees must obtain prior approval for use of vacation or sick leave by the Human Resource Manager. Without prior approval, employees must work the last scheduled day immediately preceding, and the first scheduled day immediately following, the holiday to be eligible for pay.

If eligible non-exempt employees work on a recognized holiday, they will receive 1.5 times their straight-time rate for the hours worked on the holiday.<sup>xv</sup> A paid holiday does not count as a day worked for purposes of overtime compensation unless the employee is required to work that day.

#### **D. Sick Leave Benefits<sup>xvi</sup>**

##### *Eligibility<sup>xvii</sup>*

Employees may not accumulate sick leave.

*[New employees are entitled to three days of paid sick leave once the employee reaches 120 days of employment and then three days per calendar year at the commencement of every calendar year. All existing employees are entitled to three days of paid sick leave at the commencement of every calendar year. Paid sick leave not used within a calendar year does not carry over from year to year.]<sup>xviii</sup>*

##### *Leave Usage*

Employees may upon oral or written request take the greater of 24 hours or three regularly-scheduled workdays' worth of paid sick leave per leave year for any of the qualifying reasons discussed below. For the purposes of this policy, the leave year is the employee's anniversary year.

Paid sick leave may be used for the diagnosis, care (including preventive care), or treatment of an existing health condition of an employee and certain family members of the employee.



A family member includes a child, parent, spouse, domestic partner, grandparent, grandchild, or sibling. For purposes of this policy, a “child” means a biological or adopted child, a foster child, a step-child, a legal ward, or a child to whom the employee stands *in loco parentis*. Similarly a “parent” under this policy means a biological or adoptive parent, a foster parent, a step-parent, an employee’s legal guardian, a legal guardian of an employee’s spouse or domestic partner, or a person who stood *in loco parentis* when the employee was a minor child.

Employees who are victims of domestic violence, sexual assault, or stalking also may use paid sick leave for treatment, assistance, and other purposes authorized by law.

Employees using paid sick leave must do so in minimum increments of two hours. Employees will be paid for sick leave not later than the payday for the next regular payroll period after the sick leave was taken. Finally, an employee will not be required to search for or find a replacement if the employee is taking paid sick leave under this policy.

#### *Compensation For Sick Leave*

Paid sick days ordinarily are paid at the employee’s normal rate of pay earned during regular work hours, unless otherwise required by law.<sup>xxi</sup>

#### *Approval*

If the need for paid sick leave is foreseeable (e.g., scheduled routine medical appointments), the employee must provide reasonable advance notice. If the leave is not foreseeable, the employees must provide notice of the leave as soon as practical. When requesting sick leave, employees should not disclose any private medical information or any other personal condition related information.

#### *Non-Retaliation or Discrimination*

[SGI] strictly prohibits any form of retaliation or discrimination against an employee for attempting to use or using paid sick leave under this policy, and for any other reason prohibited by applicable law. Employees who believe they have been discriminated or retaliated against should report their concerns to the Human Resource Manager.

### **E. Workers’ Compensation Insurance**

[SGI] provides a comprehensive workers’ compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of

employment.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately.

Neither [SGI] nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by [SGI].

## **F. Health Insurance**

All employees classified by [SGI] as regularly working at least 30 hours per week and their dependents currently are eligible to participate in [SGI]'s medical, dental, and vision insurance plans starting 60 days of full-time employment. SGI offers employees the Kaiser Health Program.

Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between [SGI] and the insurance carrier.

Contact the [Human Resource Manager] for more information about health insurance benefits.

## **G. Jury and Witness Duty**

[SGI] will provide employees time off to serve, as required by law, on a jury, with reasonable advance notice. [SGI] will also provide employees with time off to appear in court as a witness to comply with a valid subpoena or other court order or to obtain any relief to help ensure the health, safety or welfare of a domestic violence victim or his or her child. Of course, employees are expected to report for work whenever the court schedule permits.

Regular, full-time employees who have completed a minimum of 90 calendar days of employment with [SGI] will be granted paid leave of up to [10] working days per year for the purposes of fulfilling jury duty.<sup>xxii</sup> Jury duty pay will be calculated at the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence.

Leave taken for any jury duty that extends beyond the paid period, or leave taken to appear as a witness, is unpaid. However, employees may elect to substitute available paid vacation time during any such unpaid leave.

Employees must show the jury duty summons or witness subpoena to their supervisor as soon as possible so that the supervisor can make arrangements to accommodate their absence. In the event of an emergency or unplanned court appearance in a case involving domestic violence, the employee must provide [SGI] with written evidence from the court or prosecuting attorney within 15 days of the absence.

## H. Family Care, Medical, and Military Family Leave

[SGI] provides (1) family care, medical, and military family leave for up to 12 or 26 weeks per year, depending on the reason, see section II(D), in accordance with the California Family Rights Act (“CFRA”) and the federal Family and Medical Leave Act of 1993, as amended (“FMLA”); (2) pregnancy leave for up to four months in accordance with the California Fair Employment and Housing Act (“FEHA”); (3) disability leave as required to reasonably accommodate employees with a workplace injury or a qualified disability under the Americans with Disabilities Act (“ADA”) or the FEHA; and (4) leave for other legally required absences as set forth below. Employees having any questions regarding this policy should contact [SGI].

[SGI] complies with applicable family care, medical leave, and military family leave laws. Under the FMLA it is unlawful for any employer to: interfere with, restrain, or deny the exercise of any right provided under the FMLA; or discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

If an employer has engaged in any unlawful activity mentioned above, an employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. The FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

If you have questions, or would like further clarification about your rights under the FMLA or other types of leave, please contact [TITLE]. Separately, employees may file complaints of claimed violations of CFRA with the California Department of Fair Employment and Housing (DFEH), which is authorized to investigate such complaints. For more information, visit the DFEH’s website at <http://www.dfeh.ca.gov>.

### 1. Amount of Leave

Provided all the conditions of this policy are met, an employee may take a maximum of 12 weeks of family care, medical, and military exigency leave in a rolling 12-month period measured backwards from the date the employee’s leave commences.

Employees who are unable to work due to pregnancy disability will be granted the greater of 12 weeks leave or the amount of leave to which the employee may be entitled under California state law for pregnancy-related disability or in connection with childbirth. Family care leaves for birth, adoption, or foster care placement of a child must be concluded within one year of the birth, adoption, or placement.

Provided all the conditions of this policy are met, an employee may take a maximum of 26 weeks of military caregiver leave in a single 12-month period, inclusive of the time the employee takes for a family care, medical, or military exigency leave during that period. This 12-month period will be measured forward from the first day leave is taken.

Spouses who are both employed by [SGI] may take a minimum combined total of 26 weeks

in the 12 month period for the care of the service member and the birth, adoption, or foster care of their child or to care for an ill parent, provided that no more than 12 weeks of this combined 26 week period may be taken for reasons other than to care for the service member.

## **2. Intermittent Leave**

Medical leave for the employee's own serious health condition, family care leave for the serious health condition of the employee's spouse, parent, or child, and military caregiver leave may be taken intermittently or on a reduced schedule when medically necessary.<sup>[xxiii](#)</sup>

Where the intermittent or reduced schedule leave is for planned medical treatment, the employee must make an attempt to schedule the treatment so as not to disrupt unduly [SGI]'s operations.<sup>[xxiv](#)</sup> Where leave is to be taken under CFRA for the birth, adoption, or foster care placement of a child, the minimum duration for each period of leave is two weeks, except that the employee may request leave of less than two weeks

duration on any two occasions and [SGI] may grant requests for additional occasions of leave lasting less than two weeks.<sup>xxv</sup> Any such leave(s) taken shall be concluded within one year of the birth or placement of the child with the employee in connection with the adoption or foster care of the child by the employee. Exigency leave also may be taken intermittently or on a reduced schedule.

### **3. Leave's Effect on Pay**

Except to the extent that other paid leave is substituted for family care, medical, and military family leave, leave under the FMLA and the CFRA is unpaid. However, employees may be entitled to California State Disability Insurance (SDI) when leave is taken for their own serious health condition.

Employees also may be entitled to Paid Family Leave (PFL) benefit payments for up to six (6) weeks in any twelve month period during leaves to care for qualifying family members. PFL provides a partial wage replacement for absences from work to care for a seriously ill or injured family member or for bonding with a minor child within one year of the birth or placement of the child in connection with foster care or adoption. Employee contributions provide funding for this program. PFL is administered like SDI by the California Employment Development Department. To the extent possible, PFL benefits must run concurrently with family care leave and do not entitle an employee to take any additional time off. In addition, an employee must use up to two weeks of any accrued but unused vacation before the employee will be eligible to receive PFL.<sup>xxvi</sup>

### **4. Leave's Effect on Benefits**

During an employee's family care, medical, and military family leave, [SGI] will continue to pay for the employee's participation in [SGI] group health plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave.

Thus, the employee must continue to pay his or her share of the health plan premiums during the leave. If paid leave is substituted for the unpaid leave, such payments will be deducted from the employee's pay through the regular payroll deductions. Otherwise, the employee must make arrangements with [SGI] for the payment of such premiums.

If the employee fails to pay his or her share of the premiums during leave, or if the employee fails to return from the leave at the expiration of 12 weeks for a reason other than the recurrence, continuation, or onset of a serious health condition for which leave under this policy is allowed or other circumstances beyond the employee's control, [SGI] can recover any health plan premiums paid by [SGI] on the employee's behalf during any periods of the leave.

With regard to other employee benefit plans consisting of [disability insurance plans, pension and retirement plans, and supplemental unemployment benefit plans], [SGI] will continue to pay for the employee's participation in such plans to

the same extent and under the same conditions as apply to other leaves that are not family care, medical, and military family leaves. Specifically, with regard to unpaid leaves under this policy: An unpaid leave taken for an employee's own serious health condition will be treated like other unpaid disability leaves; unpaid leaves taken for other qualifying family care or medical purposes will be treated like other unpaid personal leaves offered by [SGI]. Under any circumstances, however, leave taken for family care or medical leave or military family leave will not be treated as a break in service and will not result in the loss of seniority—even if other paid or unpaid leaves count as a break in service or result in a loss of seniority, or for layoffs, recalls, promotions, job assignments, or seniority-related benefits. Nor will the use of family care, medical, or military family leave result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

## **5. Notice Requirements/Request for Leave**

Employees must notify [SGI]'s of their request for family care, medical, military exigency, or military caregiver leave as soon as they are aware of the need for such leave. For foreseeable family care or medical leave, the employee must provide 30 calendar days' advance notice to [SGI] of the need for leave. For events that are unforeseeable 30 days in advance, the employee must notify [SGI] as soon as is practicable and generally must comply with [SGI]'s normal call-in or notice procedures. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee must make an attempt to schedule such treatment so as to avoid unduly disrupting [SGI]'s operations, and may be requested to reschedule the treatment so as to minimize disruption of [SGI]'s business.

If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, [SGI] reserves the right to delay the taking of the leave until at least 30 days after the date the employee provides notice of the need for family care or medical leave.

All requests for family care or medical leave should include enough information to make [SGI] aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave, if known. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for leave. Employees also must inform [SGI] if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Any requests for extensions of leave under this policy must be received as soon as is practicable and must include the revised anticipated date(s) and duration of the leave. To the extent permitted by law, [SGI] reserves the right to deny requests for extensions or deny reinstatement to an employee who exceeds the leave amounts provided by this policy or fails to provide requested medical certification. In addition, if an employee has a disability, he or she may be eligible for leave under the Americans

with Disabilities Act (ADA) or state law. For more detailed information on extended leaves, please contact [SGI].

Once [SGI] is aware of the employee's need for leave, it will inform the employee whether he or she is eligible under the FMLA. If the employee is eligible, the notice will specify any additional information required as well as the employee's rights and responsibilities. If the employee is not eligible, [SGI] will provide a reason for the ineligibility.

## **6. Birth/Care of Newborn and Adoption/Placement of Foster Child**

FMLA leave taken for these purposes must be taken in consecutive workweeks and completed within the 12-month period following the birth or placement of the child with the employee.<sup>xxvii</sup>

## **7. Certification Requirements**

Any request for medical leave for an employee's own serious health condition or for family care leave to care for a child, spouse, domestic partner or parent with a serious health condition or for a serious injury must be supported by medical certification from a health care provider. Employees generally must provide the required certification within 15 calendar days after [SGI]'s request for certification. For foreseeable leaves, employees must provide the required medical certification before the leave begins. When this is not possible, employees must provide the required certification within 15 calendar days after [S]'s request for certification, unless it is not practicable under the circumstances to do so, despite the employee's good faith efforts.

The medical certification for a child, spouse, domestic partner or parent with a serious health condition or for the serious injury or illness of a qualifying service member must include (a) the date on which the serious health condition or serious injury or illness commenced; (b) the probable duration of the condition or injury or illness; (c) the health care provider's estimate of the amount of time needed for family care; (d) the health care provider's assurance that the health care condition or injury or illness warrants the participation of the employee to provide family care; and (e) in the case of intermittent or reduced schedule leave where medically necessary, the probable duration of such a schedule.

The medical certification for leave for the employee's own serious health condition must include (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; (c) a statement that, due to the serious health condition, the employee is unable to perform the essential functions of his or her position; and (d) in the case of intermittent leave or reduced schedule leave where medically necessary, the probable duration of such a schedule. In addition, the certification may, at the employee's option, identify the nature of the serious health condition involved.

Failure to timely provide the required certification may result in the denial of foreseeable leave until such certification is provided. In the case of unforeseeable leaves, failure to timely provide the required certification may result in a denial of the employee's continued leave. Where the employee's need for leave due to the employee's own serious health condition, or the serious health condition of the employee's covered family member, lasts beyond a single leave year, [SGI] may require the employee to provide a new medical certification in each subsequent leave year. Any request for an extension of the leave also must be supported by an updated medical certification.

It is the employee's responsibility either to furnish a complete and sufficient certification or to furnish the health care provider providing the certification with any necessary authorization from the employee or the employee's family member in order for the health care provider to release a complete and sufficient certification to [SGI] to support the employee's leave request.

Where permitted by law, if [SGI] has a good-faith, objective reason to doubt the validity of the medical certification provided by the employee, [SGI] may require the employee to obtain a second opinion from a doctor of [SGI]'s choosing at the [SGI]'s expense. If the employee's health care provider providing the original certification and the doctor providing the second opinion do not agree, [SGI] may require a third opinion, also at the [SGI]'s expense, performed by a mutually agreeable doctor who will make a final determination. It is the employee's responsibility to furnish his or her health care provider with the necessary authorization for the disclosure of medical information to the doctor(s) who will provide the second and third opinions. If the employee fails to provide the necessary authorization, the request for leave may be denied, in accordance with applicable law.

Once [SGI] has enough information to determine whether the leave is FMLA-qualifying, [SGI] will inform the employee if leave will be designated as FMLA-protected and, if known at that time, the amount of leave that will be counted against the employee's leave entitlement. If [SGI] determines that the leave is not protected, [SGI] will notify the employee.

The employee taking leave because of his or her own serious medical condition or the serious medical condition of a family member may be required to provide [SGI] with recertification at appropriate intervals. For purposes of recertification, the employer may request the same information as allowed by law for the original certification. As part of that request, [SGI] may provide the health care provider with a record of the employee's absence pattern to confirm whether such a pattern is consistent with the need for leave. The employee must provide the requested recertification within 15 calendar days of such a request, unless it is not practicable to do so despite the employee's diligent, good faith efforts.

Where the leave is for the employee's own serious health condition, [SGI] requires employees to provide medical certification that he or she is released to return to work and able to do so. [SGI] may delay restoring the employee to



employment or terminate the employee without such certificate.

## **8. Restoration to Employment**

An employee eligible for FMLA leave will be restored to his/her old position or to a position with equivalent pay, benefits and other terms and conditions of employment, as required by law. [SGI] cannot guarantee that an employee will be returned to his/her original job. Moreover, [SGI] reserves the right to deny reinstatement to employees who are among the highest paid ten percent (10%) of [SGI]'s employees and whose reinstatement would cause substantial and grievous economic injury to [SGI]'s operations. A determination as to whether a position is an "equivalent position" will be made by [SGI].

Employees on an extended leave, beyond the 12 workweek period, are not guaranteed reinstatement under this FMLA policy.

## **9. Both Spouses Employed by [SGI]**

If both spouses are employed by [SGI], they may not take more than 12 weeks of leave combined for the birth or care of a newborn, for adoption or foster care placement of a child or for the care of a parent.

# **I. Pregnancy Leave**

## **1. Leaves of Absence and Transfers**

Any employee who is disabled on account of pregnancy, childbirth, or related conditions may take a pregnancy-related disability leave for the period of actual disability of up to four months, in addition to any family care, medical, or military family leave to which the employee may be entitled under the previous section of this handbook. Pregnancy-related disability leaves may be taken intermittently, or on a reduced-hours schedule, as medically necessary.

Moreover, an employee is entitled to a reasonable accommodation for pregnancy, childbirth, or related medical conditions if she so requests and provides [SGI] with medical certification from her healthcare provider. In addition to other forms of reasonable accommodation, a pregnant employee is entitled to transfer temporarily to a less strenuous or hazardous position or to less hazardous or strenuous duties if she so requests, the transfer request is supported by proper medical certification, and the transfer can be reasonably accommodated.

Employees returning from pregnancy-related disability leave generally are entitled to be reinstated to the same position, subject to certain conditions, and consistent with applicable law.<sup>[xxviii](#)</sup>

## **2. Substitution of Paid Leave for Pregnancy-Related Disability Leave**

An employee taking pregnancy-related disability leave must substitute any available sick pay for her leave and may, at her option, substitute any accrued vacation time for her

leave. The substitution of paid leave for pregnancy-related disability leave does not extend the total duration of the leave to which an employee is entitled.

### **3. Leave's Effect on Benefits**

During a pregnancy-related disability leave, [SGI] will continue to pay for the employee's participation in [SGI]'s group health plans, to the same extent and under the same terms and conditions as would apply had the employee continued in employment continuously for the leave period.

Thus, the employee must continue to pay his or her share of the health plan premiums during the leave. If paid sick leave is substituted for any portion of the leave that is unpaid leave, such payments will be deducted from the employee's pay through the regular payroll deductions. Otherwise, the employee must make arrangements with [SGI] for the payment of such premiums.

[SGI] may recover from the employee the premiums that [SGI] paid to maintain coverage for the employee under the group health plan if the employee fails to return from leave after the period of leave has expired and the employee's failure to return is for a reason other than: (i) the employee is taking (i.e., has transitioned over to) leave under the California Family Rights Act, unless the employee chooses not to return after the CFRA leave, in which case [SGI] can recover such premiums; (ii) the continuation, recurrence, or onset of a health condition that entitles the employee to Pregnancy-Related Disability Leave, unless the employee chooses not to return after the Pregnancy-Related Disability Leave, in which case [SGI] can recover such premiums; (iii) non-pregnancy related medical conditions requiring further leave, unless the employee chooses not to return to work following the leave, in which case [SGI] can recover such premiums, or (iv) other circumstances beyond the employee's control.

It is [SGI]'s policy that, similar to other unpaid leaves, during any unpaid portion of a Pregnancy-Disability Leave, employees will accrue employment benefits, such as sick leave, vacation leave, and seniority, only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual.

Employee benefits may be continued during the unpaid portion of the pregnancy-related disability leave according to the provisions of [SGI]'s various employee benefit plans.

### **4. Other Terms and Conditions of Leave**

Consistent with [SGI]'s practice for other employees returning from a disability leave for reasons other than pregnancy, [SGI] requires that an employee returning from pregnancy-related disability leave provide a release to return to work from her healthcare provider stating she is able to resume her original job or duties.

The provisions of [SGI]’s family care and medical leave policy regarding the leave’s effect on pay, notice requirements, medical certification requirements, and reinstatement also apply to all pregnancy-related disability leaves. However, for pregnancy-related disabilities, there is no process for obtaining more than one medical opinion. For the purpose of applying those provisions, an employee’s pregnancy-related disability is considered to be a serious health condition.

So that an employee’s return to work can be properly scheduled, an employee on pregnancy-related disability leave is requested to provide [SGI] with at least two weeks’ advance notice of the date she intends to return to work.

If an employee fails to report to work promptly at the end of the pregnancy disability leave, [SGI] will assume that the employee has resigned.

## **J. Other Disability Leaves**

In addition to medical or pregnancy-related disability leaves described in previous sections, employee may take a temporary disability leave of absence if necessary to reasonably accommodate a workplace injury or a disability under the ADA or the FEHA.<sup>xxix</sup> Any disability leave under this section will run concurrently with any medical leave to which the employee is entitled.

## **K. Military Leave**

An unpaid military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable. Please see [Human Resource Maanger] as soon as you become aware of the need to take a leave.

Employees returning from military leave will be reinstated into their former position or into another position of equal pay and status, consistent with applicable laws.

## **L. Bereavement Leave<sup>xxx</sup>**

Employees who wish to take time off due to the death of an immediate family member should notify their supervisor. Up to 4 days paid bereavement leave will be provided to regular, full-time employees. All other employees may request up to 3 days off without pay for bereavement leave.

For purposes of this policy only, [SGI] defines “immediate family” as the employee’s spouse, domestic partner, parent, child, sibling; the employee’s spouse’s parent, child or sibling; the employee’s child’s spouse; grandparents or grandchildren.

## **M. Time Off To Vote**

[ORGANIZATION] encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their

regular work schedule. If employees' schedules prohibit them to vote in an election during their nonworking hours, [SGI] will grant up to 2 hours of paid time off to vote.<sup>xxxi</sup>

Employees should request time off to vote from their supervisor at least two working days prior to the election day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

Employees must submit a voter's receipt on the first working day following the election to qualify for paid time off.

#### **N. Time Off for School Activities/Suspension**

If an employee gives [SGI] reasonable advance notice, he or she will be given up to 40 hours of time off without pay to attend to the following child-related activities: (a) up to 8 hours in a month to find, enroll, or reenroll a child in a school or with a licensed child care provider, or to participate in activities of the school or licensed child care provider, or (b) to address a child care provider or school emergency. An employee will also be given time off without pay to appear at the school of the employee's child(ren) when the employee is required to do so by the school because a child has been suspended.

If the employee is granted time off under this policy, he or she may be asked to provide [SGI] with documentation from the school as proof that he or she participated in school activities on a specific date and time.

## **VI.**

### **STANDARDS OF CONDUCT**

#### **A. Workplace Violence Prevention**

[SGI] is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, [SGI] has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of [SGI] without proper authorization.

Conduct that threatens, intimidates, or coerces another employee or anyone on [SGI] property at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or the [Human Resource Manager]. This includes threats by employees, as well as threats by students, vendors, solicitors, or others on [SG] property.

When reporting a threat of violence, you should be as specific and detailed as possible. All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not place yourself in peril. If you see or hear a commotion or disturbance near your workstation, do not try to intercede or see what is happening.

[SGI] will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, [SGI] may suspend employees, either with or without pay, pending investigation. Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action, up to and including termination of employment.

## **B. Drug and Alcohol Use** [xxii](#)

It is [SGI]'s desire to promote a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on [SGI] premises and while conducting business-related activities of [SGI], no employee may use, possess, distribute, sell, or be under the influence of alcohol and/or illegal drugs. Alcohol may be served at [SGI] functions or luncheons only with the express permission of the Executive Director/President.

The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace. Employees are required to notify their supervisor if they are taking any prescription drug that is likely to impair their performance.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take unpaid time off to participate in a rehabilitation or treatment program. [xxiii](#) Leave may be granted if the employee agrees to abstain from use of the problem substance; abides by all [SGI] policies, rules, and prohibitions relating to conduct in the workplace; and if granting leave will not cause [SGI] any undue hardship. This policy of accommodation does not prevent the Company from disciplining employees for on the job conduct that violates this substance abuse policy.

Employees with questions on this policy or issues related to drug or alcohol use in the

workplace are encouraged to raise their concerns with their supervisor or to the [Human Resource Manager], without fear of reprisal.

### **C. Smoking**

In keeping with [SGI]’s intent to provide a safe and healthful work environment, smoking is prohibited throughout the workplace, including the grounds outside.<sup>xxxiv</sup> This policy applies equally to all employees and visitors.

### **D. Attendance and Punctuality**

To maintain a productive work environment, [SGI] expects employees to be reliable and punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on [SGI]. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence. All supervisors should then notify the [Human Resource Manager].

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

### **E. Dress and Grooming Standards<sup>xxxv</sup>**

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image that [SGI] presents. During business hours, employees are expected to present a clean, neat, and professional appearance and dress according to the requirements of their positions.

Any employee who needs a medical or religious accommodation to [SGI]’s dress and grooming standards should contact the [Human Resource Manager].<sup>xxxvi</sup>

### **F. Non-Disclosure**

The protection of confidential information is vital to the interests and success of [SGI]. “Confidential information” means all information, not generally known, belonging to, or otherwise relating to the business of [SGI] or its clients, customers, suppliers, vendors, affiliates or partners, regardless of the media or manner in which it is stored or conveyed, that [SGI] has taken reasonable steps to protect from unauthorized use or disclosure.

Such confidential information includes, but is not limited to, the following examples:

- compensation data
- financial information
- new materials research
- pending projects and proposals
- proprietary production processes
- research and development strategies
- technological data

- technological prototypes

Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment, even if they do not actually benefit from the disclosed information.<sup>xxxvii</sup>

Furthermore, employees should not disclose personal identification information about other individuals—including the employees, clients, customers, suppliers, vendors, affiliates or partners of [SGI]—to any third party without prior managerial approval.

Personal identification information includes, but is not limited to, individually identifiable information such as Social Security numbers, background information, credit card or banking information, or other non-public information entrusted to [SGI] regarding an individual's personal identity.<sup>xxxviii</sup>

## **G. Use of Phone and Mail Systems**

Employees should practice discretion when making local personal calls and will be required to reimburse [SGI] for any charges resulting from their personal use of the telephone.

Excessive personal telephone calls may be grounds for reprimand; continuing failure to comply with policy can result in disciplinary action, up to and including termination of employment.

The use of [SGI]'s paid postage for personal correspondence is not permitted.

To ensure effective telephone communications, employees should always announce their name and speak in a courteous and professional manner. Please confirm information received from the caller and hang up only after the caller has done so.

## **H. Internet, E-mail, and Electronic Communications**

[SGI] has established this Internet, e-mail, and electronic communications policy in an effort to make certain that employees utilize electronic communications devices in a legal, ethical, and appropriate manner.

### **1. Scope of Policy**

This policy extends to all features of [SGI]'s electronic communications systems, including but not limited to computers, e-mail, connections to the Internet and World Wide Web and other internal or external networks, voice mail, video conferencing, facsimiles, and telephones. Any other form of electronic communication used by employees currently or in the future is also intended to be encompassed under this policy. Every employee of [SGI] is subject to this policy and is expected to read, understand, and comply fully with its provisions.

### **2. Rules**

It may not be possible to identify every standard and rule applicable to the use of

electronic communications devices. Employees are therefore encouraged to use sound judgment whenever using any feature of the communications systems. If you have questions about this policy, ask the [Human Resource Manager]. In order to offer employees some guidance, the following principles and standards should be clearly understood and followed:

- a. [SGI]'s policy against unlawful harassment, including sexual harassment, extends to the use of computers, the Internet, and any component of the communications systems. In keeping with that policy, employees should not use any electronic communications device in a manner that would violate that policy. For example, employees may not communicate messages that would constitute sexual or other harassment, may not use sexually suggestive screen savers, may not receive or transmit pornographic, obscene, or sexually offensive material or information, and may not access pornographic, obscene, or sexually suggestive websites.
- b. [SGI]'s anti-discrimination policies extend to the use of the communications systems. Any employee who uses any electronic communications device will therefore be subject to disciplinary action, including the possibility of immediate termination, for use of such a device in any manner that violates [SGI]'s anti-discrimination policies or commitment to equal employment opportunity.
- c. Employees may not use any electronic communications device for a purpose that is found to constitute, in [SGI]'s sole and absolute discretion, a commercial use that is not for the direct and immediate benefit of the organization.
- d. Employees may not use any electronic communications device in a manner that violates the trademark, copyright, or license rights of any other person, entity, or organization.
- e. Employees may not use any electronic communications device in a manner that infringes upon the rights of other persons, entities, or organizations to proprietary, confidential, or trade secret information.
- f. Employees may not use any electronic communications device for any purpose that is competitive, either directly or indirectly, to the interest of SGI or for any purpose that creates an actual, potential, or apparent conflict of interest with the organization.
- g. Excessive personal use may be grounds for reprimand; continuing failure to comply with policy can result in disciplinary action up to and including termination of employment.
- h. Employees may not use any electronic communications to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters.



### **3. Access**

[SGI] retains the right and ability to enforce this policy and to monitor compliance with its terms. While computers and other electronic devices are made accessible to employees to assist them to perform their jobs and to promote the organization's interests, all such computers and electronic devices, whether used entirely or partially on [SGI]'s premises or with the aid of [SGI] equipment or resources, must remain fully accessible to [SGI] and, to the maximum extent permitted by law, will remain the sole and exclusive property of the organization.

Employees should not maintain any expectation of privacy with respect to information transmitted over, received by, or stored in any electronic communications device owned, leased, or operated in whole or in part by or on behalf of [SGI].

The organization retains the right to gain access to any information received by, transmitted by, or stored in any such electronic communications device, by and through its representatives at any time, either with or without an employee's or third party's knowledge, consent, or approval.

Employees who are provided access to computers must advise the [Human Resource Manager] of any password they use to gain access to computers or the Internet, as well as any change to such password. Such notice must be made immediately.

### **4. Compliance**

Employees who violate any aspect of this policy or who demonstrate poor judgment in the manner in which they use any electronic communications device will be subject to disciplinary action, up to and including the possibility of termination.

#### **I. Workplace Monitoring**

Workplace monitoring may be conducted by [SGI] to ensure quality control, employee safety, security, and job satisfaction. All equipment, furniture, files, documents, and workspace furnished to [SGI] employees are the property of [SGI], and as such, may be monitored or accessed.

#### **J. Ethics and Conduct**

The successful operation and reputation of [SGI] is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

[SGI] will comply with all applicable laws and regulations and expects its directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

## **K. Safety**

[SGI] is committed to providing and maintaining a healthy and safe work environment for all employees. To assist in providing a safe and healthful work environment for employees, customers, and visitors, [SGI] has established a workplace safety program. This program is a top priority for [SGI]. The [Human Resource Manager] has the responsibility for implementing, administering, monitoring, and evaluating the safety program. Its success depends on the alertness and personal commitment of all.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with their supervisor or bring them to the attention of the [Human Resource Manager]. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the [Human Resource Manager]. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the [Human Resource Manager]. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

## **L. Visitors in the Workplace**

If an unauthorized or suspicious individual is observed on [SGI]'s premises, employees should immediately notify their supervisor or, if necessary, direct the individual to the reception area.

## **ACKNOWLEDGMENT FORM**

The employee handbook describes important information about [SGI], and I understand that I should consult the [Human Resource Manager] regarding any questions not answered in the handbook. I have entered into my employment relationship with [SGI] voluntarily and acknowledge that there is no specified length of employment. Accordingly, either [SGI] or I can terminate the relationship at-will, with or without cause, and with or without notice, at any time.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur, except to [SGI]'s policy of employment at-will. Any changes to the policy of at-will employment must be in writing and signed by both the employee and an Officer of the Board pursuant to approval by the Board in order to be effective. All other changes will be communicated, and I understand that revised information may supersede, modify, or eliminate existing policies in this handbook.

Furthermore, I acknowledge that nothing in this handbook is a contract of employment. I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

I understand that the employee handbook is made available online for all employees to access 24/7. I also acknowledge that by accepting employment I automatically acknowledge that I have read the handbook on the company's website at [www.sgiwebsite.com](http://www.sgiwebsite.com) and I can obtain a copy of it at Human Resource Office at 1308 Descanso Ave, San Marcos, CA 92069 if I so desire.